

Request for Proposal (RFP)

For

Brown County

***COMPUTER AIDED DISPATCH (CAD) & MOBILE DATA
SYSTEMS REPLACEMENT
Project # 1885***



Posting Date: July 24, 2014

Response Deadline: September 5, 2014

3:00 PM

**Local Time
CST**

To:

Brown County Purchasing Department

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RFP PROJECT DETAILS

1. General

It is the intent of Brown County to contract with a contractor/vendor, hereafter referred to as the "Contractor". All contractors are responsible for any addendums issued for this project. When an open project is posted on the Onvia website, Addendum notifications will automatically be sent if potential vendors are registered on the Onvia website. No notification will be sent when addendums are published to the Brown County website.

2. Contract Term

Initial term of contract will be for three (3) years with the option of one (1) additional two (2) year renewal, subject to the annual review and recommendation of the standing committee, the satisfactory negotiation of terms (including a price acceptable to both Brown County and the selected firm), the concurrence of the Brown County Board of Supervisors and the annual availability of an appropriation.

3. RFP Tentative Project Timeline

Please Note: Dates listed in the below table are dates for planning purposes, and to represent the County's desired timeline for implementing this project. Any revision to the Due Date for vendor submission requirement will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

	Date	Time (CST)
Standing Committee: Recommended for Approval by Administration Committee	July 2, 2014	
County Board Approval to Post RFP	July 16, 2014	
RFP Published	July 24, 2014	
RFP Questions Due	August 7, 2014	10:00 AM
RFP Questions & Answers Published	August 13, 2014	3:00 PM
RFP Responses Due from Vendors	September 5, 2014	3:00 PM
Preliminary RFP Review to address potential budget issues	September 8, 2014	3:00 PM
Selection Team Kickoff Meeting	September 10, 2014	
Preliminary Scoring Meeting from proposal review	September 26, 2014	
Product DEMOs	Month of October	
Interview / Reference Checks, if Required	Week of October 27, 2014	
Consensus Scoring Meeting	October 31, 2014	
Send out Thank You & Intent to Award Letters	October 31, 2014	
Contract Negotiations / Obtain Signatures	Week of November 3, 2014	
Complete Contract Signing	November 14, 2014	
Equipment Ordered & Received	November – December 2014	
911 System Implementation	January – May 2015	
CAD / Mobile System Implementation Commences	June 1, 2015	
Expected date of completion (<i>not to exceed date</i>)	May 31, 2016	

4. RFP Questions Due: August 17, 2014 at 10:00 AM

Questions-All questions related to this project must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: bc_administration_purchasing@co.brown.wi.us
- Questions MUST be clearly marked in the subject line: "Questions for Project # 1885"

5. RFP Questions & Answers Posted Date: August 13, 2014 at 3:00 PM

Answers - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: www.co.brown.wi.us > Departments > Purchasing > Open Projects
- AND on the Demand Star Onvia website at: http://onviacenter.com/content/demandstar_subscriptions

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the web site can be made to (920) 448-4040.

6. RFP Due Date & Delivery Address Details: September 5, 2014 at 3:00 PM

Responses are due to Brown County Purchasing no later than the Due Date.

Prospective vendors can submit Project Information by DHL, Fed X, Hand Delivery, Mail, UPS, USPS, etc.

Emailed Project Information:

- Email to: BC_Administration_Purchasing@co.brown.wi.us
- Must be clearly marked in the subject line with perspective project #
- Attach file in your email including all required documents as referenced in Section 8 of this project document
 - After receipt the required documentation, an email response will be generated
- Must be received, dated & time stamped by the due date

Hard Copy Project Information:

- Must be in Sealed envelope
- Must be clearly marked with perspective project # on the outside of the sealed envelope in the lower left hand corner
- Include all required documents as referenced in Section 8 of this project document
- Must be received, dated & time stamped by the due and received at the following address:



Note: It shall be the responsibility of the sender to ensure vendor project information arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored.

Please make sure the outside package is clearly labeled with the project number and description of the project when mailing vendor project information via a 3rd party delivery service. This ensures the vendor project information can be applied to the appropriate project.

7. RFP Format & Submission Requirement

Any deviation from these requirements may result in Vendor document submission to be considered non-responsive, thus eliminating the vendor from consideration. Vendor project information shall include the following attachments:

- **(ATTACHMENT A) RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS** - Provide specific procedures and explanations to each requirement in your document submission.
- **(ATTACHMENT B) RFP CAD REQUIREMENTS** – Provide completed attachment with your document submission in the same excel format using the same naming convention.
- **(ATTACHMENT C) RFP MOBILE REQUIREMENTS** - Provide completed attachment with your document submission in the same excel format using the same naming convention.

- **(ATTACHMENT D) RFP COST SHEET** - Provide attachment listing your company details and rates with your document submission in Excel format, with same naming convention as this project. If providing a hard copy the cost sheet must be in a separate sealed envelope. If providing your submission via email a separate file should be attached.
- **(ATTACHMENT F) RFP REFERENCE DATA SHEET** – Provide the completed spreadsheet with your document submission in the same excel format using the same naming convention.
- **(ATTACHMENT G) RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION**– Provide attachment if any of part of your document submission includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.
- **(ATTACHMENT H) RFP ADDENDUM(S) ACKNOWLEDGEMENT**- If Addendum(s) exist for this project, please sign and date the attachment and provide with your document submission.

8. *Financial Verification*

Vendor verification prior to award: Vendor’s financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it’s deemed to be in the best interest of the County.

9. *“Piggyback” Clause*

Common purchasing practices in government include cooperative or “piggyback” purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the “Contracting Agent” for those public agencies.

10. *Other*

1. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. **Laws:** All services shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
3. **License:** Vendors performing work are required to have a Contractor’s License for the state for which the work is to be done. All applicable Licenses for any contractors must be current on the day of Contract execution and throughout the length of the project.
4. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
5. **Rejection of Proposals:** Brown County reserves the right to accept or reject any or all proposal and to waive any informality in proposal.
6. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.

11. *RFP Attachments*

- A. **RFP Scope of Work, Specifications & Requirements:** Vendors must adhere to specifications for this project.
- B. **RFP CAD Requirements**
- C. **RFP Mobile Requirements**
- D. **RFP Scoring**
- E. **RFP Cost Sheet**
- F. **RFP Reference Data Sheet**
- G. **RFP Designation of Confidential & Proprietary Information**
- H. **RFP Addendum(s) Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the County.
- I. **RFP Appeals**
- J. **Contract Insurance Requirements**

- K. **Brown County Professional Contract TEMPLATE:** Vendors submitting proposals must review the Professional Contract Template. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated as indicated on the cost sheet.

ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS

(Potential vendors are expected to provide and comply with the following specifications and requirements to be eligible for project review. Please provide specific procedures and explanations to each requirement in your submission.)

Project Definition

The existing 911 Phone System, CAD (Computer Aided Dispatch) System, and Mobile Data System are outdated and will no longer be supported in coming years. In addition, these systems are not Next Generation 911 capable, and this capability is necessary to ensure the Public Safety Communications Center can continue providing Brown County citizens with the advanced services required for a busy and growing community.

Project Scope

The scope of this project includes the selection and purchase of commercial off the shelf (COTS) software, purchase of required COTS network hardware, implementation of the systems, configuration of the systems to fit Brown County's unique needs, conversion of historical data, development of interfaces, testing of the systems under real-world conditions, development of user/technical/configuration documentation, user and technical support training, and user acceptance of the systems. It is anticipated that the following systems will be implemented:

- 911 Telephone System
- Computer Aided Dispatch (CAD) System
- Mobile Data System

Environment

The Brown County Public Safety Communications (PSC) Department operates the recognized public safety answering point for 911 services 24 hours a day, 7 days a week. The department is charged with providing radio dispatch services and system solutions to meet the emergency communications needs of 31 public safety agencies in Brown County.

The Call Center handles a total of 340,893 calls per year: 80,046 emergency calls, plus 260,847 seven-digit emergency and administrative calls.

The position configuration is currently:

- 8 Call Takers
- 5 Police Dispatchers
- 2 Fire Dispatchers
- 2 Training positions
- 5 back-up dispatch positions
- 1 Supervisor position

Computer and communications equipment is located in the following locations:

- The PSC Department is located at 3028 Curry Lane, Green Bay, WI 54311. In this building there is a PSC Equipment Room where the 911 system equipment, CAD hardware, mobile data server, and the radio equipment are housed.
- The primary Brown County computer data center is located at 111 N. Jefferson Street, Green Bay, WI 54301. The PSC building is connected to the primary data center via a fiber optic network.
- The back-up Communications Center is planned to be installed at Austin Straubel International Airport by August 2014. The airport is located at 2077 Airport Drive, Green Bay, WI 54313 and it has fiber optic connectivity to the Brown County computer network.

Several municipalities have fiber optic data connections to the Brown County network including:

- City of De Pere
- City of Green Bay
- Village of Ashwaubenon
- University of Wisconsin-Green Bay

RMS applications currently used in the public safety agencies include:

FIRE

- Emergency Reporting <http://www.emergencyreporting.com/contact.html>
- Firehouse <http://www.firehousesoftware.com/>

- ImageTrend <http://www.imagetrend.com/>

POLICE

- GERP (Green Bay Electronic Records Program) – This application was developed in-house by the Green Bay Police Department. It is a .NET application utilizing a SQL database.
- Phoenix Police RMS <http://www.prophoenix.com/>
- TiPSS (Titan Public Safety Systems) <http://www.tipssl.com/>

Notification to first responders via cell phones, pagers, etc. is currently handled using PageGate <http://www.notepage.net/> and IAmResponding.com.

CAD System Environment

The PSC Call Center has the following full CAD workstations:

- 20 positions in the main Communications Center
- 2 positions in the Training Center
- There are plans for a backup communications center with 4 positions at Austin Straubel International Airport, slated for August 2014

In addition, several public safety agencies have full and/or limited CAD workstations in their facilities:

As part of the evaluation process, the County reserves the right to ask for a demonstration of products and systems contained with a Vendor’s proposal to assess the proposed technology.

Agency Type	Workstations
Dispatch Agency	35
Fire Agencies	17
Police Agencies	25
Public Safety Agencies (Fire / Police)	7
TOTAL	84

Most of the agencies running CAD workstations in their stations are connected to the Brown County network via fiber optic cable. The exceptions are: 1) One CAD workstation at Lambeau Field which is connected to the City of Green Bay’s network via a wireless bridge [Lambeau to GB Police Dept via wireless bridge and then GB Police Dept to Brown County network via fiber], 2) Bellevue Fire (VPN) 3) Oneida Police (VPN) 4) Wrightstown Police (VPN)

Mobile Data System Environment

The Mobile Data application is installed in police vehicles, fire vehicles, and in some stations. There are over 270 installations of the Mobile Data application in total. Some of the vehicles are currently connecting via radio modems and some are connecting via cellular air cards/cellular modems. For those using cellular connections, the VPN is established using NetMotion. Connection speed issues with the radio modems have been reported and may necessitate a change of all Mobile Data field connections to cellular.

Mobile computer equipment currently in use in the agencies in Brown County includes Panasonic Toughbooks, Data911 computers, and Dell semi-rugged laptops.

Radio modems in use in Brown County are: Motorola model HPD 1000.

The current MDC vehicle connections are as follows:

Department	Number Units	Connectivity Type
Department – Fire		
	2	using VPN via cellular data connectivity
	60	Using radio modems
TOTAL	62	

Department – Police		
	64	Using VPN via cellular data connectivity
	124	Using radio modems
TOTAL	188	

Department – Police / Fire (Combination Agency Units)		
	13	Using VPN via cellular data connectivity
	7	Using radio modems
TOTAL	20	

Department – Rescue (0 Rescue Units)		
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System Users

CAD System Users

	Agency	Physical Location	Users
1	Brown County Public Safety Communications	3028 Curry Ln Green Bay, WI	Telecommunicators, Supervisors
2	Brown County Sheriff's Office	2684 Development Dr Green Bay, WI	Patrol Shift Lieutenants, Patrol Captain
3	City of De Pere Fire Department	400 Lewis St De Pere, WI	Chiefs, Captains, Lieutenants
4	City of De Pere Police Department	325 S. Broadway De Pere, WI	Shift Commander, Patrol Lieutenants
5	City of Green Bay Police Department	307 S. Adams St Green Bay, WI	Shift Commander, Violations Clerk, Records Clerks, PSD Confidential Secretary, Patrol Lieutenants, Crime Analysts
6	Oneida Police Department	2783 Freedom Rd Oneida, WI	Just one console in the PD; they are dispatched from Outagamie County, not Brown
7	Village of Ashwaubenon Public Safety Department	2155 Holmgren Way Green Bay, WI	Commanders, Lieutenants, and Records
8	Village of Bellevue Fire Department	3100 Eaton Rd Bellevue, WI	Chiefs, Captains, Lieutenants
9	Village of Howard Fire Department	2456 Glendale Ave Howard, WI	Chiefs, Captains, Lieutenants
10	Village of Wrightstown Police Department	352 High St Wrightstown, WI	Chiefs, Lieutenants

Mobile Data System Users

	Agency	Physical Location
1	Brown County Sheriff's Office	2684 Development Drive Green Bay, WI
2	City of De Pere Fire Department	400 Lewis Street De Pere, WI
3	City of De Pere Police Department	325 S. Broadway De Pere, WI
4	City of Green Bay Metro Fire Department	501 S. Washington St Green Bay, WI
5	City of Green Bay Police Department	307 S. Adams Street Green Bay, WI
6	Town of Ledgeview Fire Department	3700 Dickenson Road, De Pere, WI
7	University of Wisconsin-Green Bay Public Safety Department	Instructional Services Building, Room 1024 2420 Nicolet Drive, Green Bay, WI
8	Village of Ashwaubenon Public Safety Department	2155 Holmgren Way, Green Bay, WI
9	Village of Bellevue Fire Department	3100 Eaton Road Bellevue, WI
10	Village of Bellevue Police Department	2828 Allouez Avenue Bellevue, WI
11	Village of Denmark Police Department	118 E. Main Street Denmark, WI
12	Village of Hobart-Town of Laurence Police Department	2990 S. Pine Tree Road Hobart, WI
13	Village of Howard Public Safety Services Department	2456 Glendale Avenue Green Bay, WI
14	Village of Pulaski Police Department	421 S St Augustine Drive Pulaski, WI
15	Village of Suamico Fire Department	12781 Velp Avenue Suamico, WI
16	Village of Suamico Police Department	12781 Velp Avenue Suamico, WI
17	Village of Wrightstown Police Department	352 High Street Wrightstown, WI

Opportunities for Improvement

There have been numerous industry advancements in CAD, Mobile Data, and 911 system functionality since Brown County purchased the existing systems. Examples of functionality that can be gained with new systems include:

Technology Architecture Advances

- New systems can be set up to automatically fail-over to a secondary server in a different location in the event of a catastrophic incident such as a flood, tornado, fire, extended power failure, etc. that incapacitates the primary server(s). This is a major advancement over the technology currently being used; the existing system would be lost in these scenarios.
- A system that has reporting tools that all agencies can use will free-up some time of IT resources that are currently doing all report development.
- Systems that enable non-technical system administrators to modify system parameters will free-up some time of the IT resources, leaving more time for the tasks that truly require technical expertise.

System Administration Advances

- New systems are configurable by Call Center management and do not require knowledge of programming or special commands. Currently, configuration requires technical knowledge and extensive training.
- New systems are more flexible and allow many parameters to be set up differently for each supported first responder agency.
- New systems offer role-based security access so a user can be granted rights to perform specialized tasks that others cannot do.
- New systems allow system administrators at each supported agency to add and delete their own users as needed. In addition, they can reset user passwords without having to contact the Call Center.

Call Center Operations Advances

- A CAD system that could make recommendations based on closest unit could enable quicker response times.
- The ability to create fire, EMS, and police calls simultaneously would increase efficiency and enable quicker dispatch.
- NG 911 systems will enable the PSAP to receive information from the public in a variety of means, from traditional land-line phone calls to text messages or video files.
- The ability to search for first responders or units by special skills (K-9, multi-lingual, etc.) would enable faster dispatch of personnel for unique situations.

Field Operations Advances

- New systems feature interactive maps that are viewable in the vehicle that allow users to see their unit in relation to the incident location, other units on the same call, etc.
- New systems feature routing options including on-the-fly directions, audible routing information, etc.
- New systems allow users to quickly and easily view premises history for the dispatched location.
- New systems display information in logical, easy to read formats allowing first responders to get the information they need without having to skim through extraneous information.

Proposal Expectations

CAD System

CAD proposals should include a Mobile Data System that is field proven to work with the proposed CAD (see definition of “field proven” in Appendix C).

Prices quoted should represent fully installed and tested equipment, including labor, materials, and training.

Mobile Data System

Prices quoted should represent fully installed (at the server level) and tested equipment, including labor, materials, and training.

Current CAD System Description

In order to assist in the estimation of effort for converting historical data from the existing CAD system to a new one, this section describes the CAD currently in use at Brown County.

The current CAD application is Motorola Solutions' Premier CAD and it runs on an HP Nonstop server utilizing a UNIX operating system. There is another server (called Universal Data Translator or UDT) that serves as a data interface server for Premier CAD. UDT is a virtual Windows server, it holds 12 years of CAD data, and it duplicates all the fields in the primary database. UDT is capable of exporting the CAD data in the following formats: delimited text files, ODBC, and SQL.

The current CAD database is 40 GB in size and contains approximately:

- 2,555,000 Incident records
- 100,000 Person records
- 350,000 Vehicle records
- 30,000 Geographic address ranges
- 10,500 Common Place records

Requirements: Needs vs. Wants

Definitions

A "Need" (compulsory) for the CAD or Mobile Data systems is a feature that enables the essential functionality of that system. These essential functions must be field proven and if any Needs are not met by a proposal, that proposal will be disregarded.

"Wants" for these systems (optional but desired) are any requirements that are not defined as "Needs".

Essential Functions for a CAD System

- Next Generation 911 compliant or on an existing migration path to become NG911 compliant when Wisconsin deploys it
- Multi-Agency/Multi-Jurisdictional Capability
- Call Taking/Incident Creation
- Dispatch Support
- Resource/Unit Management including AVL (Automated Vehicle Location)
- Call/Incident/Event Management
- Supplemental Resource Request and Tracking
- Incident Disposition Management
- Integrated Notifications or an interface to a third party notification application
- Premises information management
- Standard Operating Procedure (SOP) management
- Workstation to workstation and workstation to Mobile messaging
- Time stamping of status changes, task accomplishments, notifications, etc.
- CAD system must support centralized maintenance of geo data in Esri, and allow geo data in CAD to be refreshed from Esri on a regular basis
- Role defined user access security
- Logging of incidents, resource statuses/locations/usage, system alerts, notices, user actions, etc.
- Reporting and query capability from both PSAP and user agencies
- Ability to functionally interface (information exchange) with other systems (911, WI TIME, WI DOT, ProQA, RMS, etc.)

Essential Functions for a Mobile Data System

- Real-time data transmission between the CAD system and the mobile computer of calls for service and call updates
- Messaging between the officers, supervisors, dispatchers, and communications center personnel
- Incident Creation and Querying of Call Status, Active, Pending
- On-screen buttons with touchscreen functionality

- Maintenance of Event Disposition, ability to clear calls from the mobile, adding disposition information, adding comments, and changing location
- View premises information, location information, person flags, alerts, and advisories
- Supports AVL/GPS functionality with map direction oriented to the direction of travel
- System will meet and comply with all CJIS security requirements, including data encryption requirements per FIPS 140-2
- Ability to log all activities, messaging, dispatches, status changes
- Must support single sign-on for CAD, Mobile, and WI-TIME systems
- Dispatch support
- Data imports and exports in compliance with GJXDM (Global Justice XML Data Model) standards
- Must provide access to WI-TIME System and Federal NCIC databases
- The system must allow a single query entered by a CAD or Mobile users to query WI-TIME/NCIC/LRMS/FRMS databases concurrently.

Glossary of Terms & Acronyms

Term	Definition
27/28 Information	Driver’s License information and Vehicle License Plate information. This is legacy terminology that refers to the old form numbers, but the terms 27 and 28 are still commonly used in Wisconsin law enforcement.
AVL	Automated Vehicle Location – an application that tracks the location of vehicles, displays them on a map, and tracks pertinent information such as speed, direction of travel, elevation, etc.
CAD	Computer Aided Dispatch
CJIS	Criminal Justice Information Services Division of the FBI.
Conditional Availability of Apparatus	Application function that allows units with specific statuses to be recommended and dispatched to certain types of incidents. For example, a fire unit that is at the training center with hoses pulled may continue to be available for high priority incidents, but would not be recommended for routine incidents.
Demarcation Point	The point established within a building to separate customer equipment from the equipment of the communications service provider.
Dispatch Support	Application functions that aid dispatch including: Run Cards/Response Plans, Mutual Aid, Unit Rotation, Conditional Availability of Apparatus, Special Dispatch Areas, Incident Triage, Channel Designations, BOLO, Resource Alerting
DRE	Drug recognition expert
E911	Enhanced 9-1-1: system used in North America that will allow cellular or mobile phones to process 9-1-1 emergency calls, and enable emergency services to determine the geographic location of the caller
EMS	Emergency Medical Services
ESRI	An international supplier of geographic information system software, web GIS, and geodatabase management applications
Fail-over	Switching to a redundant server, system, or network upon the failure or abnormal termination of the primary one.
Field Proven	Used in real-life situations in customer production environments
FIPS 140-2	Federal Information Processing Standard publication 140-2 is a government computer security standard used to accredit cryptographic modules.
FRMS	Fire records management system
GJXDM	Global Justice XML Data Model – a data reference model for the exchange of information within the justice and public safety communities.
GPS	Global Positioning System – a space based satellite navigation system that provides location anywhere on Earth where there is unobstructed line of site to 4 or more GPS satellites.
Incident Disposition	The CAD system activities related to the closing of an incident including: assigning case numbers, entering an incident disposition, or transferring the record to one or more RMS applications.

Term	Definition
Incident Triage	A methodology for analyzing an event and determining appropriate response based upon the information gained through the calling party. This capability guides the call taker through the process of collecting vital information, assigning incident status, choosing an appropriate dispatch level, and delivering approved standardized instructions to the caller until first responders arrive.
LRMS	Law enforcement records management system
MABAS	Mutual Aid Box Alarm System – mutual aid organization for fire departments where every agency signs the same mutual aid contract. Members agree to standards for: operations, incident command, minimum level of equipment and staffing, safety, and on-scene terminology.
Mobile	Mobile Data system
Mutual Aid	Agreements with other agencies that dictate how CAD systems recommend Fire and EMS resources for incidents located near a border between two or more agencies, or within a geographic area for which a mutual aid agreement is implemented.
NCIC	National Crime Information Center – computerized index of criminal justice information available to federal, state, and local law enforcement.
NG911	Next Generation 9-1-1: an initiative to update 9-1-1 service infrastructure to improve public safety communications services in a growingly wireless society. It intends to enable the public to transmit text, images, video, and data to the PSAP.
Notification	The communication associated with specific incident types, locations, etc. to law enforcement, fire, and EMS personnel via advanced paging, text-based alerting, or other communication mode.
Pan	View transformation on a map that “drags” the scene around with the mouse
PSAP	Public Safety Answering Point – a call center responsible for answering emergency calls for service
PSC	Public Safety Communications – the department name for the Brown County PSAP.
Resource Alerting	Units are notified that they have been dispatched to an incident in a number of ways other than the dispatcher advising them by using a voice radio system. Examples include: MDCs in vehicles, radio system tone encoders, rip and run print-outs, etc.
RMS	Records Management System – a specialized application that provides for the storage, retrieval, retention, manipulation, archiving and viewing of information, records, documents, or files pertaining to law enforcement or fire operations.
Run Cards/Response Plans	A plan that identifies the number, type, or specific units that respond to an incident of a specific type; and the order in which they respond.
SOP	Standard Operating Procedure – written instructions to achieve uniformity of the performance of a specific function.
Supplemental Resource	Non-public safety resources that could be assigned to a call. Examples include towing companies, animal control, utility companies, etc.
Time Stamping	Notation of the date/time an operation was initiated or completed
Unit Rotation	Some departments require the ability to balance response loads among their resources. For example, in periods of high activity, run assignments may be adjusted by the CAD system to give rest to particularly busy units and assign incidents to less active units.
WI-TIME System	Wisconsin Transaction Information for the Management of Enforcement System – the law enforcement message switch and network that provides criminal justice employees with information on wants and warrants, driver license and vehicle registration information, criminal histories, protection order and injunction files, sex offender and corrections information, stolen property, missing persons, and more.
Zoom	View transformation on a map where the scene is increased or decreased

ATTACHMENT B: CAD REQUIREMENTS

Potential vendors are also required to fill out and complete Attachment B&C Excel Spreadsheet that contains CAD & Mobile requirements on each designated tab. The completed spreadsheet is required to be submitted with your proposal in the same excel format using the same naming convention).

See Attachment B&C on website for RFP CAD Requirements

Refer to the Excel Worksheet Tab(s) labeled:

- *Attach B – Instructions*
- *Attach B – Needs*
- *Attach B – Wants*
- *Attach B – Add'l Info*

ATTACHMENT C: MOBILE REQUIREMENTS

Potential vendors are also required to fill out and complete Attachment B&C Excel Spreadsheet that contains CAD & Mobile requirements on each designated tab. The completed spreadsheet is required to be submitted with your proposal in the same excel format using the same naming convention).

See Attachment B&C on website for RFP Mobile Requirements

Refer to the Excel Worksheet Tab(s) labeled:

- *Attach C – Instructions*
- *Attach C – Needs*
- *Attach C – Wants*
- *Attach C – Add'l Info*

ATTACHMENT D: RFP SCORING

(This attachment is provided for your information only. There is no need to sign or mail it back.)

Responses to this project will be evaluated according to the following:

1. Project Evaluation Process

The following steps will be observed in the evaluation of Prospective Vendor Document Submissions:

- Brown County will establish a project scoring team.
- Document Submissions will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the submission to be eliminated from consideration.
- The project scoring team will review all Document Submissions received and score the in accordance with the predefined scoring methodology.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- References, oral presentations and/or interviews are optional. If the scoring team determines it is in the best interest of the County, prospective vendors will be notified and given a proposed date and time. The final ranking will then be included in the scores.
- Prospective Vendors will be ranked by composite score with the highest score determining vendor award.

2. Project Scoring Methodology

The following is a summary of the project evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor document submissions. Points will be awarded on the basis of the following factors:

Scoring Criteria	Points
1. RFP Response Quality	10
2. Responses to System Requirements (Attachments B)	35
3. Responses to System Requirements (Attachments C)	10
3. Pricing (Attachment E) *	20
4. Demonstrations (<i>Interviews / Presentations</i>) & References (Attachment F)	25
Total	100

**Pricing is not shared with the scoring team until after they have submitted their scores to prevent influencing their ability to score the other criteria's.*

3. Project Scoring Criteria

The evaluation factors to be used in the project scoring are described below:

1. **RFP Response Quality** – Prospective Vendor Submissions will be evaluated on compliance with project instructions, clarity of explanations, detail in answers, etc.
2. **Responses to System Requirements for Attachment B** – Prospective Vendor Submissions will be evaluated on the thoroughness and content of the responses submitted.
3. **Responses to System Requirements for Attachment C**– Prospective Vendor Submissions will be evaluated on the thoroughness and content of the responses submitted.
4. **Pricing** – Prospective Vendor Submissions are scored using a formula with the lowest price submitted being given the highest score. Pricing will be calculated for the entire term of the contract.
5. **Demonstrations & References** – The top 2 or 3 responders will be invited to give an on-site demonstration of their system. These demonstrations will be scored based on the system's ability to meet the requirements plus perceived ease of navigation and use of the system. System errors occurring during the demo will be noted and will be reflected in the scoring. Demos must be of the proposed version of the system (not a future release) and must run on the proposed platform (e.g. no demos of an Oracle database version when SQL is what is proposed and required). References will likely be checked for the finalists only, based on the recommendation of the Scoring Team.

ATTACHMENT E: RFP COST SHEET

(Potential vendors are required to fill out and complete Attachment D Excel Spreadsheet that contains a cost sheet. The completed spreadsheet is required to be submitted with your document submission in the same excel format using the same naming convention).

See Attachment E on website for RFP Cost Sheet

Refer to Excel Worksheet Tab(s) labeled:

- Attach E – Vendor Info
 - Attach E – Cost Sheet
-

ATTACHMENT F: RFP REFERENCE DATA SHEET

Provide a list of at least three and not greater than five clients that you are currently providing services of similar scope with at least one in the public sector. Please verify that your contact person listed is accurate and still employed with the company.

Reference #1										
Agency Name:										
Street Address:										
City:					State:			Zip:		
Contact Person Name:					Job Title:					
Contact Phone Number:				Contact Email Address:						
Implementation Date:			Number of agencies dispatched:					PSAP Size (Number of seats):		
Reference #2										
Agency Name:										
Street Address:										
City:					State:			Zip:		
Contact Person Name:					Job Title:					
Contact Phone Number:				Contact Email Address:						
Implementation Date:			Number of agencies dispatched:					PSAP Size (Number of seats):		
Reference #3										
Agency Name:										
Street Address:										
City:					State:			Zip:		
Contact Person Name:					Job Title:					
Contact Phone Number:				Contact Email Address:						
Implementation Date:			Number of agencies dispatched:					PSAP Size (Number of seats):		
Reference #4										
Agency Name:										
Street Address:										
City:					State:			Zip:		
Contact Person Name:					Job Title:					
Contact Phone Number:				Contact Email Address:						
Implementation Date:			Number of agencies dispatched:					PSAP Size (Number of seats):		

ATTACHMENT F: RFP REFERENCE DATA SHEET, CONTINUED

Reference #5							
Agency Name:							
Street Address:							
City:				State:		Zip:	
Contact Person Name:				Job Title:			
Contact Phone Number:			Contact Email Address:				
Implementation Date:		Number of agencies dispatched:		PSAP Size (Number of seats):			

ATTACHMENT G: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION

(Use of this form is required when submitting proposal)

The attached material submitted in response to this project includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1) (c), Wis. Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO **PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.**

Failure to include this form in your document submission response may mean that all information provided as part of the project response will be open to examination and copying. The County considers other markings of confidential/proprietary in the project document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT H: RFP ADDENDUM(S) ACKNOWLEDGEMENT

(If Addendums exist for this project, please sign and date and send with your bid)

The undersigned acknowledges receipt of the following addenda by checking the box (es) below:

- 1 2 3 4 5 6

Additional Addenda should be written here:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

The Undersigned agrees to the above statement:
Company Name:
Printed Name:
Signature:
Date:

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on our web site at www.co.brown.wi.us , for this project prior to the due date. No notification will be sent when addendums are published unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified by Brown County of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT I: RFP APPEALS

(This appeals attachment is for your information only, there is no need to sign or mail it back.)

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

Submit To:

Brown County Internal Auditor
305 E. Walnut St. Rm 102
Green Bay, WI 54301

County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

5. **Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

6. **Waiver of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

7. **Certificate of Insurance**

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.

Brown County Department of Administration
305 E Walnut Street
Green Bay, WI 54305-23600

8. **Questions**

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

ATTACHMENT K: BROWN COUNTY CONTRACT TEMPLATE

(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)



BROWN COUNTY PROFESSIONAL CONTRACT

Scopes of Services are attached to this contract.

Project #:	1885
Service Description:	CAD Software for Public Safety Communications
Time of Performance:	TBD
Total Amount of Contract:	Maximum Compensation not to Exceed: per submitted & accepted cost sheet

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

Performance, schedules and invoices will be approved by the following Brown County Contact:	Beth Rodgers
Brown County Department:	Brown County Technology Services
Address:	111 N. Jefferson Street, 2 nd Floor
City, State Zip:	Green Bay, WI 54301
Phone:	(920) 448-4026
Email:	Rodgers_ba@co.brown.wi.us

This Brown County Professional Services Standard Contract ("Contract") is made and entered into on this [redacted] day of [redacted], 20 [redacted] by and between [redacted] (the "CONTRACTOR"), and Brown County, a body corporate organized under the Laws of Wisconsin (the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

WITNESSETH:

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and

WHEREAS, relying upon the CONTRACTOR'S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing to commence the Performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

1. **REQUIREMENTS:** The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:
 - A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;
 - B. that the CONTRACTOR is required to comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services under this Contract; and
 - C. that the CONTRACTOR is required to comply with time schedules and payment terms.
2. **SCOPE OF SERVICES:** The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the Project Detail Scope of Work, Specifications / Drawings (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses as included in attachments. Additional reimbursable fees will not be accepted.

3. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

Payment Terms:	Net 30
Check Payable To:	Check Payable To
Invoice Mailing Address:	Mailing Address
City, State Zip	City, State Zip
Invoice Email Address:	Email Address
Invoice Phone Number:	Phone Number
Federal Tax ID#:	xx-xxxxxxx

4. **REPORTS:**
 - A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY in its sole discretion.
 - B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.

- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.
5. **TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed in a timely fashion and as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.
6. **CONDITIONS OF PERFORMANCE AND COMPENSATION:**
- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 "Specific Conditions of Payment" of this Contract under "Specific Conditions of Payment." Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 21 "Force Majeure" of this Contract.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.
7. **INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
8. **REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.
9. **SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
10. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

11. TERMINATION OF CONTRACT FOR CAUSE: If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as provided for in Section 24 "Amendments" of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

This contract may be terminated by either party for no reason by giving twenty (20) days written notice to the other party of said termination.

In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by the CONTRACTOR, and the COUNTY may withhold any payments due the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR shall be determined and recovered.

12. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.

13. WAIVER: No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

14. PERSONNEL:

A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

15. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices, as provided for in Section 24 "Amendments" of this Contract, of any such assignment or transfer shall be furnished promptly to the COUNTY.

A. RECORDS: Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.

B. Documentation of Cost - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract, shall be clearly identified, readily accessible and shall be retained in accordance with the laws of the State of Wisconsin.

16. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which are deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

17. NON-DISCLOSURE: For the purposes of this Contract, the parties agree to the following definitions.

Discloser - The term "Discloser" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

Recipient - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

Sensitive and/or Confidential Information - The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:
 - Applications for services
 - Account numbers or balances
 - Payment histories
 - Identity of customers

- Social Security numbers
- Credit reports or histories
- Any other financial information regarding Brown County or its customers
- The terms of this Contract
- HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

A. Acknowledgment of Confidential Relationship - The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

B. Use and Disclosure of Sensitive and/or Confidential Information - The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

C. Title remains with the COUNTY - All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

D. Indemnification by the CONTRACTOR - The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract,

irreparable damage will immediately occur to the COUNTY and CONTRACTOR will defend and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney’s fees, incurred by the COUNTY as a result thereof.

- E. **Duty of Inquire** - If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:

County Department:	Corporation Counsel
Mailing Address:	305 E Walnut Street
City, State Zip:	Green Bay, WI 54301
Phone:	(920) 448-4006
Email:	Ruenzel_jm@co.brown.wi.us

For CONTRACTOR inquire to:

Contractor:	Contract at
Mailing Address:	Mailing Address
City, State Zip:	City, State Zip
Phone:	Phone Number
Email:	Email Address

- F. **Duty to Safeguard** - Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

18. CONFLICT OF INTEREST:

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the COUNTY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If the CONTRACTOR is aware or becomes aware that any person described in Sections 19 “Discrimination Prohibited”, A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

19. DISCRIMINATION PROHIBITED:

- A. The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve

component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.

- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

20. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 24 "Amendments" of this Contract, of any change, cancellation or non-renewal during the term of this Contract.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

21. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice, as provided for in Section 24 "Amendments" of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

22. OTHER PROVISIONS:

- A. **Publicity Releases** - The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.
- B. **Appropriation of Funds** - This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.
- C. **Independent Contractor Status** - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

23. NOTICES: Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

For COUNTY inquire to:

County Department:	Brown County Purchasing
Mailing Address:	305 E Walnut Street
City, State Zip:	Green Bay, WI 54301
Phone:	(920) 448-4040
Email:	BC_Administration_Purchasing@co.brown.wi.us

For CONTRACTOR inquire to:

Contractor:	Contract at
Mailing Address:	Mailing Address
City, State Zip:	City, State Zip
Phone:	Phone Number
Email:	Email Address

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

- 24. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
- 25. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract
- 26. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
- 27. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.
- 28. "PIGGYBACK" CLAUSE:** Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

Attachment A: Scope of Services

Attachment B: Completed Cost Sheet

***Continue To Next Page (Signature Page)

BROWN COUNTY PURCHASING

Cheryl Corbeille, Manager

Signature: _____

Date: _____

BROWN COUNTY PUBLIC SAFETY

Cullen Peltier, Director

Signature: _____

Date: _____

BROWN COUNTY EXECUTIVE

Troy Streckenbach, County Executive

Signature: _____

Date: _____

CONTRACTOR

(To be signed by the person authorized to legally bind your firm to this contract.)

VENDOR NAME & ADDRESS

Vendor Name: _____

Address: _____

City / State: _____

Zip Code: _____

Phone: _____

Email: _____

Distribution:

Original - Purchasing

Copy - Contractor(s)

Copy – Responsible Department(s)