

## Security for all City Buildings

Information Technology Board March 1, 2017 Meeting

### **History:**

Over the past few years the Department of Public Works, Engineering Division has reviewed the municipal buildings' assets and has made a concerted effort to globally consolidate items to save the City money and staff time. Over the past years, the elevator maintenance, generator maintenance and HVAC maintenance has all been moved to one contract for most the buildings.

The next asset that has been evaluated is the electronic card access systems for the doors throughout City buildings. The City currently has 7 electronic card access systems. For the past 3 years City staff, has been researching a variety of options for the Electronic Card Access Systems. During the research, new technology was presented that integrates the buildings security cameras with the buildings electronic card access system.

### **Evaluation of Vendors:**

Outside vendors presented that their new camera system and door security technology could integrate with the City's existing IndigoVision Camera System. When asked to provide quotes for replacement of 9 new cameras for the City's Transit Center, the cost included new servers and new decoders.

The City has a significant investment in our current IndigoVision system. This existing system in a Citywide system with the number one goal of public safety. The Police Department has access to all the camera systems throughout the City. Per financial records over \$300,000 has been allocated to the City's camera system over the past 4 years. The City has received excellent service from the local authorized vendor, Baycom.

### **Selection of Preferred Vendor:**

Baycom answered an RFP issued by the City's IT Department in 2009. (Contract and response to the RFP is included in Appendix A.) Baycom offers an Electronic Card Access Door system that integrates with the current IndigoVision Camera System. Having the Door and Camera systems integrated provides real time monitoring for employees that are accessing the buildings.

To analyze Baycom's current cost compared to other vendors, the City solicited quotes for 2 different projects.

- Project 1: Waukesha Metro received quotes from authorized vendors that can work on the current Indigo Vision Camera System. The local Baycom vendor was the low bid. (Memo from Brian Engelking is included in Appendix B)
- Project 2: In the approved 2017 CIP budget, there is a Fire Department project to replace a failing door security systems at Fire Stations #1, #2, #5. In addition, the project includes installation of a door access system and Station #4. The department currently has the same system at Stations 2 and 5, but it is unreliable. By purchasing one reliable system, instead of the multiple systems they have now will allow better management access to Fire Stations. The Fire

Department solicited multiple bids for estimating purposes and the low bidder was Baycom by \$25,000. (The CIP Fund Expenditure Sheet is included in Appendix C.)

**Recommendation:**

The Department of Public Work's Engineering Division and the IT Department recommends the continuation of Baycom's contract for the existing IndigoVision Camera Security System. An addendum to the contract shall also be executed to integrate Baycom's electronic card access system for Door Security with the existing IndigoVision Camera Security System.

The integrated system should be implemented for any new buildings, as well as, replacement of exiting systems as needed. The first building to utilize the new Preferred Vendor Contract will be the Proposed Fire Station No. 3 and Police Substation currently in the Bidding phase.

The Proposed Contract for Baycom is attached. The Contract is for 2017 through 2019, with renewable options. (Contract is included in Appendix D0

# Appendix A

# City of Waukesha

## REQUEST FOR PROPOSAL

### Wireless (IP) Cameras February 2, 2009



CITY OF WAUKESHA  
CITY HALL – 201 DELAFIELD STREET  
WAUKESHA, WI 53188-3606  
PHONE 262-524-3565  
FAX 262-524-3848

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**I. GENERAL DESCRIPTION OF RFP**

- A. Services Requested.** The City of Waukesha, Wisconsin is requesting written proposals for the purchase, design and implementation of wireless IP based camera equipment for installation in our downtown area. The solution must provide for a direct connection back to our Police Department through our network, and allow the Police Department the ability to not only monitor and record to a (NVR) Network Video Recorder, but to control the cameras independently from anywhere on the City's network.
- B. Right to Extend or Change Vendors.** The City reserves the right to use no vendors, another or additional vendors with special expertise for any subsequent module or update to the system at the discretion of the City.
- C. No Compensation for Proposals.** A proposal submitted as a result of this Request for Proposal will be considered a marketing investment on the part of the respondent. No respondent will be compensated for the proposal.
- D. Proprietary Information.** The City will maintain the proposal as proprietary and confidential information before proposal opening. Thereafter, the proposal shall be kept confidential to the extent permitted by the public record laws of the State of Wisconsin.

**II. TIME SCHEDULE**

- A. Timetable for Selection.** The City of Waukesha, Wisconsin intends to use the following timetable in the selection process for the purchase of the system.

**EVENT:**

**RAME:**

**TIMEF**

1) 25 <sup>th</sup> ,2009 (1:00P)	Required walk through with TV25, IT & PD Any Questions should be asked here City Hall (Room 105)	Feb
2) 27 <sup>th</sup> ,2009 (3:00P)	Deadline for Proposals IT Dept - Basement of City Hall	March
3) 3rd, 2009	Review and Selection	April

- B. Selection Review.** Selection will be made by Police and IT / TV25 staff who will evaluate the RFP, proposals and vendor(s) and make recommendations to the Information Technology Advisory Committee (ITAC).

**C. Timetable for Installation/Training**

1)	Project Installation (Depending on Approval)	Quarter 3 2009
2)	Training (Delivered at project completion)	Quarter 3 2009

**III. INSTRUCTIONS TO THE VENDORS**

- A. Contact Person.** All proposals should be sent, and any questions or comments directed to:

City of Waukesha  
Erik Ludwig, Telecommunications Coordinator  
TV25  
201 Delafield Street  
Waukesha, WI 53188  
(262) 524-3576

Upon receipt of this Request for Proposal, Erik Ludwig, the TV25 Telecommunications Coordinator, is the only authorized contact for questions or comments unless permission is given by Mr. Ludwig to contact other people involved in this project. Violation of this process will be grounds for **rejecting** a proposal.

- B. Deadline and Copies.** All system proposals must be in a sealed envelope and clearly marked in the lower left corner: "Sealed System Proposal - City of Waukesha, Wireless IP Camera Project". **All system proposals must be received by 3:00 PM CST, on March 27, 2009. In addition, a price proposal, placed in a separate sealed envelope, must be received at the same time and place as indicated above. The envelope must be sealed and clearly marked: "Sealed Price Proposal - City of Waukesha, Opti-Cop Program". Proposals will be reviewed by the Selection Committee at a meeting subsequent to the proposal submittal due date. No proposals will be reviewed or discussed with vendors.**
- C. Vendor Responses.** It is expected for each item listed in Paragraph VII below that the Vendor has a typewritten response. Failure to supply requested information will be noted when evaluating the proposal. At the City's option, vendors will be required to substantiate all issues that they respond to. Proof by demonstration or other means approved by the City may be required.
- D. Communication with the City.** All proposing firms are requested **not** to make contact with any member of the City Council or City staff concerning this proposal. The only acceptable exception to this request is for clarifying questions. In this case, as stated in Paragraph IIIA, Erik Ludwig, TV25 Telecommunications Coordinator, will be the only contact person on behalf of the City unless express permission by Mr. Ludwig is given. Disregarding this request will be grounds for **rejecting** a proposal.
- E. Notification to Finalists.** The TV25 Telecommunications Coordinator will notify appropriate firms whom the City of Waukesha has selected and may wish to interview and establish a time for those interviews.
- F. Notification to Non-Finalists.** The TV25 Telecommunications Coordinator will notify those firms who are not selected, but the City reserves the right to invite these firms to be interviewed should a selection not be made from those firms chosen as finalists.
- G. Vendor Walk Through.** All responding vendors **are required** to participate in a site walk through. Camera locations as well as technical questions should be asked at this time so the project is clearly understood by all attending. Walk-through is tentatively scheduled for **February 25<sup>th</sup>, 2009, 1:00 PM CST.**

#### IV. SELECTION PROCESS

- A. Selection.** Vendors will initially be ranked based on their system component/design, engineering and implementation proposals (50%). Price proposals will



then be opened and each vendor will then be ranked upon their pricing proposals (40%) and positive reference checks (10%). A vendor will be selected using the above criteria, with the highest ranked vendor entering into contract with the City of Waukesha. If an agreement cannot be reached, negotiations will continue with the next highest qualified vendor, and so on, until an agreement is reached. One (1) firm will be selected for ultimate work for the City of Waukesha. The selection will be subject to review and approval by the City.

- B. Criteria.** In evaluating each proposal, the City of Waukesha will use the following criteria, listed in random order. The various criteria will not necessarily receive equal weight during the evaluation of proposals.

SYSTEM PROPOSAL

1. Demonstrated functionality, scalability, user interaction, and ease of maintenance and reliability.
2. 'State of the Art' open system architecture functionality.
3. Experience with other Wisconsin municipalities with comprehensive solutions.
4. Organization, size, structure and financial stability of the firm.
5. Compliance with the information requested in Section VII of this RFP.
6. Qualifications of the company selected to do the work, the ability of work staff to be assigned, noting persons with primary and secondary responsibility. This will be determined from the material provided by the applicant.
7. Responsiveness of the written proposal to the purpose and scope of services.
8. Timing for installation.
9. Willingness to furnish ongoing support and training.

SEPARATE PRICE PROPOSAL

1. Purchase price and complete list of products included.
2. Annual support and maintenance cost of base system if applicable.
3. Extra charges itemized separately.
4. Itemized list of any other additional costs not included in the above pricing.

**V. TERMS AND CONDITIONS**

- A. Right to Reject.** The City of Waukesha reserves the right to reject any or all proposals or to award the contract to the next most qualified vendor if the successful vendor does not execute a contract within thirty (30) days after the award of the proposal.
- B. Clarification.** The City of Waukesha reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Withdrawal of Proposal.** Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposal not so withdrawn, or corrected in accordance with the City's purchasing policy, shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City of Waukesha the services set forth in the attached specifications, or until one or more of the proposals has been approved by the City.
- D. Termination.** If, through any cause, the vendor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City of Waukesha shall have the right to terminate its contract by specifying the date of termination in written

notice to the vendor at least twenty (20) working days before the termination date.

- E. City's Contractual Forms.** Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of the Request for Proposal. The City of Waukesha reserves the right to reject any agreement that does not conform to the Request for Proposal and any City requirements for agreements and contracts.
- F. Assignment of Interest.** The vendor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.
- G. Approval of Information Released.** No reports, information or data given to or prepared by the vendor under the contract shall be made available to any individual or organization by the vendor without prior written approval of the City.
- H. Nondiscrimination Statement.** The City of Waukesha does not discriminate against individuals on the basis of race, color, religion, age, marital or veteran's status, sex, national origin, disability or any other legally protected status, in the admission or access to, or treatment or employment in, its services, programs or activities.
- I. Informed Vendor.** The vendor represents and warrants that he/she has sufficiently informed themselves in all matters affecting the performance of the work and the furnishing of the labor, supplies, materials, software or equipment called for in the specification; that they have checked their proposal for errors and omissions; that the prices stated in the proposal are correct and as intended and are a complete and correct statement of their prices for performing the work or furnishing the labor, supplies, materials, software or equipment required by the contract documents.
- J. Audit and Inspection of Records.** The vendor shall permit the authorized representatives of the City to inspect and audit all data and records of the vendor relating to their performance under the contract until the expiration of three (3) years after the final payment under this contract. The vendor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that the grantee or any of their duly authorized representatives shall, until the expiration of three (3) years after the final payment under the subcontracts, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontractor.
- K. Ownership of Reports and Documents.** Originals of all documents pertaining to the work performed under this agreement shall become the property of the City of Waukesha. Copies may be made for the vendor's records but shall not be furnished to others without prior written authorization of the City of Waukesha.
- L. Proposal Prices.** The City of Waukesha is to be protected against any increase above the prices in this proposal until all services covered by this proposal have been delivered.

- M. Handling Charges.** The City will assume no additional postage or handling charges other than specified in this proposal.
- N. Liability.** Contractor agrees to indemnify, hold harmless and defend the City, its officers, agents and employees from any and all liability arising out of or in connection with this agreement where such liability arises out of the errors, omissions or negligent actions of the contractor or any of the agents or employees of the contractor.

**VI. PROPOSAL REQUIREMENTS**

**A. Vendor Questionnaire.** This section is a questionnaire on the background of your company. Please include a current copy of your annual report. In addition to the following, please provide any other information you feel would provide an overview of your company. Even if you have a document that addresses this area, please try to respond to each item in the order they are listed below.

- 1. **Company:** Name, Address, Phone, Fax, Web Site URL
- 2. **Contact:** Name, Phone, E-Mail address.
- 3. **Location:**
- 4. **Organization:** Total Number of Employees in  
Company. Total Number of Employees in R&D  
Total Number of Employees in  
Customer Service.
- 5. **Product Line(s):**
- 6. **Customer Base:** Total Number of Customers for all  
products. Total Number of Customers
- 5. **Business Strategy & Commitment To:** Government sec  
Technology innovation.  
Clients in City of Waukesha.
- 6. **Financial:** Avg. annual sales for past 5 years, in \$:  
Avg. net income for past 5  
years, in \$:

**1. Vendor Qualification Requirements**

- 1. Vendor shall have adequate financial resources and be financially sound as demonstrated by the furnished balance / financial statements showing that the vendor has been in business continually for the last three (3) years.
- 2. Vendor shall furnish at least two (2) government or public school references that can attest to the skill, competency, experience and adequacy of service provided by the vendor in a comparable or larger sized / volume environment.
- 3. Vendor must provide a single "high level" contact to coordinate all City of Waukesha requirements and to be point of contact for any problems or questions which may occur.
- 4. Vendor procedures shall be in compliance with all applicable Federal and State laws.

## **2. Vendor Specifications / Questions**

1. Provide a brief description of your firm including name(s) of owner(s) and or principle officer(s), the date of origin and / or incorporation of the company.
2. Provide brief resumes of key staff members of your company who will most likely be assigned to any resultant award for the City of Waukesha.
3. If your company is currently for sale or involved in any transaction to expand or to become acquired by another organization, acquisition or merger within the last three-(3) years please explain.
4. Have any complaints been filed with state or federal agencies or any lawsuits been brought to the courts in the State of Wisconsin in which your firm was alleged to have violated any laws? If so, describe in detail the circumstances and outcome including names and the docket number of the case.
5. Are you currently listed on any State of Wisconsin Contracts or "Approved" vendor lists? (Under State of Wisconsin Contract)

### **B. Downtown Camera System Requirements/Objectives**

1. To provide City of Waukesha Police Department with an easy to understand and maintain wireless IP based camera system for the City of Waukesha.
2. Allow Police Department personnel the ability to directly control, via software, each camera independently with pan/tilt/zoom, as well as pre-determined camera scanning areas that can be overridden by Police Department personnel.
3. Recording devices in both City IT and Police Department locations.
4. Provide remote viewing capability (no control ability) over the internal network, via a WEB browser, for specific concurrent users.
5. Viewing options on web browser of cameras should offer several options to allow Police Department personnel to select cameras of interest on the same screen.
6. Ability to tag recordings for archive and exporting for an indefinite period of time.
7. Ability to export video clips ranging from one second to twenty-four (24) hours.
8. Vendor supplied viewing software to be included with all exports that export multiple cameras and hours of footage when placed on a CD, DVD, or other form media.
9. Offer camera information, location, and time/date stamping as an overlay option for exporting video and monitoring.
10. Exporting of still images.
11. Record and archive video at minimum 640 x 480 pixels.
12. Per Wisconsin State law, archive all footage minimum 120 days, 24 hours a day for all cameras.
13. Ability to record images at night.
14. Export preferences to include mpeg, avi, wmv for video and jpg, png for still images.
15. Cameras must be equipped for Wisconsin weather.

### **Camera Requirements (overview):**

The City of Waukesha plans to implement a pilot project involving multiple wireless IP based cameras in its downtown area to record and monitor several areas of interest to

the Police Department. These cameras must have the before mentioned capabilities, while being easy to use via the vendor provided interface.

**General Needs Requirements:** Installation of a wireless IP based camera system within the City of Waukesha downtown area that allows for remote control over each specific camera at any given time. The system should also allow independent operation at all times, recording to an off-site recording media device. Cameras should be digital and capable of pan, tilt and zoom. Any vendor selected for this project will be required to meet with our Waukesha Police Department and Information Technologies Department to review the installation environment prior to the purchase and installation of any equipment. Failure to comply may subject the vendor to disqualification in participating in this project.

**C. General Camera Specifications:** Provide up to two (2) wireless IP based cameras, installation and training for our downtown area, in a yet to be determined site through discussion with selection committee and vendor. This is a pilot project headed by our Police Department which may lead to future development of the system to cover a greater area of the city. Remote controlled pan/tilt/zoom and ability to store to a network attached device for easy access is critical. Ability to have multiple logins for individual users.

1. **Optimal Camera Equipment Specifications:** Remote controls to adjust pan, tilt and zoom on each specific camera for each individual camera, recording simultaneously to an off-site device.
2. **Maintenance:** Provide training and components so that a majority of the equipment can be maintained or replaced by City of Waukesha staff.
3. **Expansion Capability:** Selected system must be capable of expansion of both physical cameras and camera features. Audio monitoring/recording is not needed.

**D. Software/Hardware Support Services**

1. Training and Education: Provide training on completed system to a minimum of three (3) City of Waukesha staff.
2. User Support:
3. Installation: Provide the City of Waukesha with schematic of completed Opti-Cop Program.
4. Quality Assurance:
  - a) Describe procedures / controls that are in place to insure the integrity of the system and its described performance.Warranty:
  - a) Describe in Detail:  
The length, coverage, making a claim,
  - b) Relationship to annual maintenance agreements
5. Software Upgrade Support/Maintenance:
  - a) Additional fees for upgrades:
  - b) Coverage under the maintenance agreement:
  - c) Cost.
6. Third Party Vendors:
  - a) What is included, no additional cost:

- b) What is required, additional cost:
- c) What is recommended, additional cost:

**E.** at least three (3) but no more than five (5) recent clients that are similar to the City of Waukesha. On-site visitation by the selection committee references must be acceptable. Please indicate how long they have been a client and which systems they are using.

- Client name:
- Contact name:
- Contact title:
- Contact phone number:
- Been a client since:
- Systems they are using:

**VII. PRICE PROPOSAL REQUIREMENTS**

Price and technical proposals must be sealed separately in their own proposal envelopes.

- A. PRODUCT PACKAGE:**  
Indicate cost for: Detail what is all included  
List separately, with cost, what is not included
- B. INCIDENTAL COSTS:**  
Explain what might be expected and estimated cost to city:
- C. PROFESSIONAL FEES:**  
Explain proposed fee schedule:
- D. ALTERNATIVE LEVELS OF SERVICE:**  
Describe the varying levels of service you provide in the areas of preparatory work, implementation and production and indicate the fee schedule associated with each:
- E. METHOD OF COMPENSATION, EXPLAIN IN DETAIL:**  
Flat fee basis:  
Hourly consulting fee:  
Other:

**VIII. SUMMARY**

The City of Waukesha is seeking a written proposal from your firm that specifically responds to questions and information that will be used to evaluate your firm's ability and willingness to serve the needs of Waukesha. Finalists will be selected by Police / IT / TV25. The selection of the finalists will be based on the quality and completeness of the written proposal, reference checks and final cost of the solution. The City is seeking the best-qualified vendors who can demonstrate an ability and willingness to provide assistance to the City in creating a quality long-term solution. The City seeks a vendor who will assist the City's staff in cost containment efforts regarding this project.

PROFESSIONAL SERVICES AGREEMENT

WIRELESS I.P. ELECTRONIC SURVEILLANCE EQUIPMENT  
INSTALLATION, TRAINING AND SUPPORT

WAUKESHA, WISCONSIN

CITY OF WAUKESHA

ERIK LUDWIG  
PROJECT MANAGER

## AGREEMENT FOR WIRELESS SURVEILLANCE EQUIPMENT INSTALLATION, TRAINING AND SUPPORT

This is an agreement for installation, training and support services for a wireless internet protocol-based camera surveillance system (hereinafter "System") to be provided to the City of Waukesha (hereinafter "City"), by Baycom, Inc. (hereinafter "Baycom").

### I. CONTRACT DOCUMENTS

The "Contract Documents" shall include the "City of Waukesha Request for Proposal Wireless (IP) Cameras," dated February 2, 2009, attached hereto and incorporated by reference as Exhibit "A" as if fully set forth herein; Baycom's Response dated May 20, 2009, attached hereto and incorporated by reference as Exhibit "B" as if fully set forth herein; and Baycom's document entitled "Training Descriptions for each product application," attached hereto and incorporated by reference as Exhibit "C" as if fully set forth herein.

In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control. In the event of a conflict between the provisions of the Request for Proposals (Exhibit A) and Baycom's response (Exhibit B), the Request for Proposals (Exhibit A) shall control.

### II. SCOPE OF SERVICES

Baycom shall perform the following services:

1. Equipment Installation. Baycom shall install the equipment required to operate the System as more particularly described in Exhibit B at locations designated by the City. Equipment installation shall be completed no later than fourteen (14) days after the City notifies Baycom in writing to commence unless a later date is mutually agreed upon by the parties.
2. Training. Baycom shall train an unlimited number of City employees, officers or agents in the use of the System. Subjects to be covered in training are more fully described and set forth in Exhibit C.
  - a. Training shall be organized into separate sessions for administrators, managers and users. The City shall determine which persons shall attend which session.
    - i. Administrator training shall instruct persons on the use of all hardware, software and network administration of the System.



- ii. Manager training shall instruct persons on how to manage video access to the System, how to otherwise control use of the System and how to archive data.
  - iii. User training shall instruct persons on how to use the viewing options and camera controls of the System.
- b. Baycom shall provide forty (40) hours of training to the City. If the City requires additional training, such training shall be billed by Baycom at one hundred forty five dollars (\$145) per hour.
- 3. Support. Baycom shall provide two (2) years of System support between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time, Monday through Friday.
  - a. Initial support shall be provided via remote troubleshooting, whereby the City shall contact Baycom's support center at 1-800-726-5426 and Baycom shall diagnose and attempt to resolve the stated problem remotely using a Virtual Private Network account provided by the City expressly for this purpose.
  - b. In the event a problem with the System cannot be resolved by remote troubleshooting, Baycom shall send an on-site technician to diagnose and resolve the problem no later than five (5) business days after the date on-site services are requested unless a later date is mutually agreed upon by the parties.
- 4. Software Upgrades. Upgrades to the software used by the wireless surveillance system and wireless network shall be installed by Baycom as such upgrades become available.

The services to be performed by Baycom on behalf of the City, including the time of performance, are described in Exhibit A. The obligations and responsibilities of the City to provide information and support to Baycom are also described in Exhibit A. Time is of the essence in the performance of all phases of this agreement.

## II. COMPENSATION AND PAYMENT

The City agrees to pay Baycom an amount not to exceed fifty two thousand, nine hundred seventy nine dollars and forty six cents (\$52,979.46) for the services set forth herein as further described in Exhibit B. Fifty percent (50%) of the total amount shall be paid by the City to Baycom prior to the commencement of work pursuant to this agreement, and fifty percent (50%) shall be paid when Baycom completes all installation and training required by this agreement. A purchase order will be prepared and will become a part of this agreement. The City is a tax exempt (Wis. ES 2678) enterprise.

**III. ADMINISTRATION AND NOTICE**

The Project Manager will administer this agreement on behalf of the City. All written notices shall be sent to the attention of the Project Manager at the City of Waukesha Information Technology Department, 201 Delafield Street, Waukesha, WI 53188.

This agreement will be administered on behalf of the Baycom by Jason Pedersen. All notices shall be directed to the attention of the Baycom at 2040 Radisson Street, Green Bay, WI 54302.

**IV. INSURANCE**

Baycom shall maintain throughout the term of this agreement insurance as specified below. Before commencing any work under this agreement, Baycom shall furnish the City a certificate of insurance in form satisfactory to the City. The City shall be named as an additional insured on all policies, except for the Baycom's errors and omissions policy.

General Liability	\$1,000,000 / \$1,000,000
Automobile	\$1,000,000 / \$1,000,000
Workers Comp	\$1,000,000 / \$1,000,000 / \$1,000,000
Excess Liability	\$1,000,000
Errors & Omission	\$1,000,000 / \$1,000,000

**V. TERMINATION**

This agreement may be terminated by the City, in its sole discretion, upon written notice to the Baycom. In the event of termination, Baycom shall be paid in full for any services performed to the date of that termination.

**VI. STANDARD OF CARE**

Baycom will follow generally accepted industry practices, professional standards and guidelines in the performance of its obligations under this agreement.

**VII. INDEMNIFICATION AND HOLD HARMLESS**

Baycom agrees to indemnify and hold harmless the City, its officers, agents and employees against any and all actions, damages, judgments, costs, or fees of any kind whatsoever arising out of any act, error, or omission of the Baycom, its agents, or

employees under this agreement. The indemnification required herein shall not be limited by reason of the specification of any particular insurance coverage which results from this agreement.

#### **VIII. INDEPENDENT CONTRACTOR**

It is agreed that Baycom at all times shall be considered an Independent contractor in the performance of its duties under this agreement and its employees and agents shall not be considered employees of the City for any purpose whatsoever.

#### **IX. LICENSES AND PERMITS**

Baycom shall be responsible for obtaining any licenses or permits that are required to perform its obligations under this agreement.

#### **X. RECORDS**

Baycom shall keep all of its records arising out of this agreement for a period of seven (7) years after receipt of the final payment under this Agreement. Baycom understands that such records may be subject to the provisions of Wisconsin law relating to public records.

#### **XI. ASSIGNMENT AND SUBCONTRACTING**

Subcontracting or assignment by Baycom of any portion of the services described in this agreement without the express written approval of the Project Manager of the City is prohibited.

#### **XII. CONFIDENTIALITY**

All of the reports, information, data, diagrams, plans, etc., prepared or assembled by the Baycom under this Agreement are the property of the City and are confidential. Baycom agrees that they shall not be made available to any individual or organization without the prior written approval of the City, unless such disclosure is required by law.

#### **XIII. APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Wisconsin, the City of Waukesha, and the rules and regulations of the City.

**XIV. SOLE AGREEMENT**

This document contains the entire agreement between the parties. It may not be modified except by a written agreement signed by the duly authorized agents of the City and Baycom. In the event of a conflict between this agreement and any Exhibit, the terms of this document shall control.

**IN WITNESS HERETO, THE DULY AUTHORIZED AGENTS OF THE PARTIES AFFIX THEIR SIGNATURES.**

**BAYCOM:**

By: \_\_\_\_\_  
(NAME)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

By: Larry Nelson  
Larry Nelson  
Mayor

Date: 7/2/09

Attest: Thomas E Neill  
Tom Neill  
City Clerk

Date: 7/7/09

# EXHIBIT "B"



**BAYCOM**  
 JASON PEDERSEN  
 2040 RADISSON ST  
 GREEN BAY, WI 54302  
 (920) 468-5426 ext. 435  
 FAX: (920) 468-8615  
[jpedersen@baycominc.com](mailto:jpedersen@baycominc.com)

**CITY OF WAUKESHA**  
 ERIK LUDWIG  
 210 DELAFIELD ST.  
 WAUKESHA, WI. 53188  
 262-524-3576  
 DATE: 5/20/2009

## SUBJECT: WAUKESHA WIRELESS IP VIDEO SYSTEM

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:  
 EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<b>Wireless Network Infrastructure, Mgmt, Software &amp; Licensing</b> Price Includes: (1) Access Point w/ Power & Surge (1) City Hall Tower Installation (1) Cabling, Grounding & Lightning Suppression (1) Prizm Wireless Management Software & Lic. (1) Access Point Licensing Pack-5 (1) Electrical Engineering & Installation (1) Engineering & Configuration (1) Installation & Testing (1) Tower Crew Installation	\$14,947.00	\$14,947.00
1	<b>Video Network Infrastructure</b> Price Includes: (1) 4TB Network Video Recorder (1) *2.3GHz Quad Core/Dual Proc./4GB-RAM/4TB (1) Windows Network Video Record Software (1) Windows Recording License (5-Pack) (1) Software Configuration (1) Engineering & Testing	\$8,985.00	\$8,985.00

1	<b>Camera #1 - 5 Points Intersection</b>	\$12,631.23	\$12,631.23
	Price Includes: (1) Subscriber Module		
	(1) 128bit AES Encryption		
	(1) Power Supply with Surge Suppression		
	(1) 35x Optical + 12x Digital Pan/Tilt Zoom Camera		
	(1) Outdoor NEMA Camera Enclosure		
	(1) Valdal Proof Clear Globe		
	(1) H.264 IP Compression Encoder		
	(1) Non-Penetrating Roof Mount & Pad		
	(1) Electrical Engineering & Installation		
	(1) Engineering & Configuration		
	(1) Installation & Testing		
1	<b>Camera #2 - Main St. &amp; Maple Ave. Intersection</b>	\$12,556.23	\$12,556.23
	Price Includes: (1) Subscriber Module		
	(1) 128bit AES Encryption		
	(1) Power Supply with Surge Suppression		
	(1) 35x Optical + 12x Digital Pan/Tilt Zoom Camera		
	(1) Outdoor NEMA Camera Enclosure		
	(1) Valdal Proof Clear Globe		
	(1) H.264 IP Compression Encoder		
	(1) Non-Penetrating Roof Mount & Pad		
	(1) Electrical Engineering & Installation		
	(1) Engineering & Configuration		
	(1) Installation & Testing		
	<b>Support Contract</b>		
1	1st. Year of Additional Maintenance & Support	\$1,350.00	\$1,350.00
1	2nd. Year of Additional Maintenance & Support	\$2,250.00	\$2,250.00
	*Price Includes: (1) Year Parts & Labor		
	(1) 8x5 On Site Support		
	(1) Remote Troubleshooting		

---

EQUIPMENT COST	\$52,719.46
SHIPPING:	\$260.00
SALES TAX:	
PURCHASE PRICE	\$52,979.46

**EXHIBIT "A"**

**City of Waukesha**

**REQUEST FOR  
PROPOSAL**

**Wireless (IP) Cameras**  
February 2, 2009



**CITY OF WAUKESHA  
CITY HALL - 201 DELAFIELD STREET  
WAUKESHA, WI 53188-3606  
PHONE 262-524-3565  
FAX 262-524-3848**

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VIII. SUMMARY (Page 11)

**I. GENERAL DESCRIPTION OF RFP**

- A. Services Requested.** The City of Waukesha, Wisconsin is requesting written proposals for the purchase, design and implementation of wireless IP based camera equipment for installation in our downtown area. The solution must provide for a direct connection back to our Police Department through our network, and allow the Police Department the ability to not only monitor and record to a (NVR) Network Video Recorder, but to control the cameras independently from anywhere on the City's network.
- B. Right to Extend or Change Vendors.** The City reserves the right to use no vendors, another or additional vendors with special expertise for any subsequent module or update to the system at the discretion of the City.
- C. No Compensation for Proposals.** A proposal submitted as a result of this Request for Proposal will be considered a marketing investment on the part of the respondent. No respondent will be compensated for the proposal.
- D. Proprietary Information.** The City will maintain the proposal as proprietary and confidential information before proposal opening. Thereafter, the proposal shall be kept confidential to the extent permitted by the public record laws of the State of Wisconsin.

**II. TIME SCHEDULE**

- A. Timetable for Selection.** The City of Waukesha, Wisconsin intends to use the following timetable in the selection process for the purchase of the system.

<u>EVENT:</u>	<u>TIME:</u>
<u>NAME:</u>	
1) 25 <sup>th</sup> , 2009 (1:00P)	Required walk through with TV25, IT & PD Any Questions should be asked here City Hall (Room 105)
2) 27 <sup>th</sup> , 2009 (3:00P)	Deadline for Proposals IT Dept - Basement of City Hall
3) 3 <sup>rd</sup> , 2009	Review and Selection
	Feb
	March
	April

- B. Selection Review.** Selection will be made by Police and IT / TV25 staff who will evaluate the RFP, proposals and vendor(s) and make recommendations to the Information Technology Advisory Committee (ITAC).

**C. Timetable for Installation/Training**

1)	Project Installation (Depending on Approval)	Quarter 3 2009
2)	Training (Delivered at project completion)	Quarter 3 2009

**III. INSTRUCTIONS TO THE VENDORS**

- A. Contact Person.** All proposals should be sent, and any questions or comments directed to:

City of Waukesha  
 Erik Ludwig, Telecommunications Coordinator  
 TV25  
 201 Delafield Street  
 Waukesha, WI 53188  
 (262) 524-3576

Upon receipt of this Request for Proposal, Erik Ludwig, the TV25 Telecommunications Coordinator, is the only authorized contact for questions or comments unless permission is given by Mr. Ludwig to contact other people involved in this project. Violation of this process will be grounds for rejecting a proposal.

- B. Deadline and Copies.** All system proposals must be in a sealed envelope and clearly marked in the lower left corner: "Sealed System Proposal - City of Waukesha, Wireless IP Camera Project". All system proposals must be received by 3:00 PM CST, on March 27, 2009, in addition, a price proposal, placed in a separate sealed envelope, must be received at the same time and place as indicated above. The envelope must be sealed and clearly marked: "Sealed Price Proposal - City of Waukesha, Opti-Cop Program". Proposals will be reviewed by the Selection Committee at a meeting subsequent to the proposal submittal due date. No proposals will be reviewed or discussed with vendors.
- C. Vendor Responses.** It is expected for each item listed in Paragraph VII below that the Vendor has a typewritten response. Failure to supply requested information will be noted when evaluating the proposal. At the City's option, vendors will be required to substantiate all issues that they respond to. Proof by demonstration or other means approved by the City may be required.
- D. Communication with the City.** All proposing firms are requested not to make contact with any member of the City Council or City staff concerning this proposal. The only acceptable exception to this request is for clarifying questions. In this case, as stated in Paragraph IIIA, Erik Ludwig, TV25 Telecommunications Coordinator, will be the only contact person on behalf of the City unless express permission by Mr. Ludwig is given. Disregarding this request will be grounds for rejecting a proposal.
- E. Notification to Finalists.** The TV25 Telecommunications Coordinator will notify appropriate firms whom the City of Waukesha has selected and may wish to interview and establish a time for those interviews.
- F. Notification to Non-Finalists.** The TV25 Telecommunications Coordinator will notify those firms who are not selected, but the City reserves the right to invite these firms to be interviewed should a selection not be made from those firms chosen as finalists.
- G. Vendor Walk Through.** All responding vendors are required to participate in a site walk through. Camera locations as well as technical questions should be asked at this time so the project is clearly understood by all attending. Walk-through is tentatively scheduled for February 25<sup>th</sup>, 2009, 1:00 PM CST.
- IV. SELECTION PROCESS**
- A. Selection.** Vendors will initially be ranked based on their system component/ design, engineering and implementation proposals (50%). Price proposals will

then be opened and each vendor will then be ranked upon their pricing proposals (40%) and positive reference checks (10%). A vendor will be selected using the above criteria, with the highest ranked vendor entering into contract with the City of Waukesha. If an agreement cannot be reached, negotiations will continue with the next highest qualified vendor, and so on, until an agreement is reached. One (1) firm will be selected for ultimate work for the City of Waukesha. The selection will be subject to review and approval by the City.

- B. Criteria.** In evaluating each proposal, the City of Waukesha will use the following criteria, listed in random order. The various criteria will not necessarily receive equal weight during the evaluation of proposals.

**SYSTEM PROPOSAL**

1. Demonstrated functionality, scalability, user interaction, and ease of maintenance and reliability.
2. 'State of the Art' open system architecture functionality.
3. Experience with other Wisconsin municipalities with comprehensive solutions.
4. Organization, size, structure and financial stability of the firm.
5. Compliance with the information requested in Section VII of this RFP.
6. Qualifications of the company selected to do the work, the ability of work staff to be assigned, noting persons with primary and secondary responsibility. This will be determined from the material provided by the applicant.
7. Responsiveness of the written proposal to the purpose and scope of services.
8. Timing for installation.
9. Willingness to furnish ongoing support and training.

**SEPARATE PRICE PROPOSAL**

1. Purchase price and complete list of products included.
2. Annual support and maintenance cost of base system if applicable.
3. Extra charges itemized separately.
4. Itemized list of any other additional costs not included in the above pricing.

**V. TERMS AND CONDITIONS**

- A. Right to Reject.** The City of Waukesha reserves the right to reject any or all proposals or to award the contract to the next most qualified vendor if the successful vendor does not execute a contract within thirty (30) days after the award of the proposal.
- B. Clarification.** The City of Waukesha reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Withdrawal of Proposal.** Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposal not so withdrawn, or corrected in accordance with the City's purchasing policy, shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City of Waukesha the services set forth in the attached specifications, or until one or more of the proposals has been approved by the City.
- D. Termination.** If, through any cause, the vendor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City of Waukesha shall have the right to terminate its contract by specifying the date of termination in written

notice to the vendor at least twenty (20) working days before the termination date.

- E. **City's Contractual Forms.** Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of the Request for Proposal. The City of Waukesha reserves the right to reject any agreement that does not conform to the Request for Proposal and any City requirements for agreements and contracts.
- F. **Assignment of Interest.** The vendor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.
- G. **Approval of Information Released.** No reports, information or data given to or prepared by the vendor under the contract shall be made available to any individual or organization by the vendor without prior written approval of the City.
- H. **Nondiscrimination Statement.** The City of Waukesha does not discriminate against individuals on the basis of race, color, religion, age, marital or veteran's status, sex, national origin, disability or any other legally protected status, in the admission or access to, or treatment or employment in, its services, programs or activities.
- I. **Informed Vendor.** The vendor represents and warrants that he/she has sufficiently informed themselves in all matters affecting the performance of the work and the furnishing of the labor, supplies, materials, software or equipment called for in the specification; that they have checked their proposal for errors and omissions; that the prices stated in the proposal are correct and as intended and are a complete and correct statement of their prices for performing the work or furnishing the labor, supplies, materials, software or equipment required by the contract documents.
- J. **Audit and Inspection of Records.** The vendor shall permit the authorized representatives of the City to inspect and audit all data and records of the vendor relating to their performance under the contract until the expiration of three (3) years after the final payment under this contract. The vendor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that the grantee or any of their duly authorized representatives shall, until the expiration of three (3) years after the final payment under the subcontracts, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontractor.
- K. **Ownership of Reports and Documents.** Originals of all documents pertaining to the work performed under this agreement shall become the property of the City of Waukesha. Copies may be made for the vendor's records but shall not be furnished to others without prior written authorization of the City of Waukesha.
- L. **Proposal Prices.** The City of Waukesha is to be protected against any increase above the prices in this proposal until all services covered by this proposal have been delivered.

- M. **Handling Charges.** The City will assume no additional postage or handling charges other than specified in this proposal.
- N. **Liability.** Contractor agrees to indemnify, hold harmless and defend the City, its officers, agents and employees from any and all liability arising out of or in connection with this agreement where such liability arises out of the errors, omissions or negligent actions of the contractor or any of the agents or employees of the contractor.

**VI. PROPOSAL REQUIREMENTS**

A. **Vendor Questionnaire.** This section is a questionnaire on the background of your company. Please include a current copy of your annual report. In addition to the following, please provide any other information you feel would provide an overview of your company. Even if you have a document that addresses this area, please try to respond to each item in the order they are listed below.

- 1. **Company:** Name, Address, Phone, Fax, Web Site URL
- 2. **Contact:** Name, Phone, E-Mail address. Headquarters
- 3. **Location:**
- 4. **Organization:** Total Number of Employees in Company.  
Total Number of Employees in R&D  
Total Number of Employees in Customer Service.
- 5. **Product Line(s):**
- 6. **Customer Base:** Total Number of Customers for all products.  
Total Number of Customers
- 5. **Business Strategy & Commitment To:** Government  
Technology innovation.  
Clients in City of Waukesha.
- 6. **Financial:** Avg. annual sales for past 5 years, in \$:  
Avg. net income for past 5 years, in \$:

**1. Vendor Qualification Requirements**

- 1. Vendor shall have adequate financial resources and be financially sound as demonstrated by the furnished balance / financial statements showing that the vendor has been in business continually for the last three (3) years.
- 2. Vendor shall furnish at least two (2) government or public school references that can attest to the skill, competency, experience and adequacy of service provided by the vendor in a comparable or larger sized / volume environment.
- 3. Vendor must provide a single "high level" contact to coordinate all City of Waukesha requirements and to be point of contact for any problems or questions which may occur.
- 4. Vendor procedures shall be in compliance with all applicable Federal and State laws.

**2. Vendor Specifications / Questions**

1. Provide a brief description of your firm including name(s) of owner(s) and or principle officer(s), the date of origin and / or incorporation of the company.
2. Provide brief resumes of key staff members of your company who will most likely be assigned to any resultant award for the City of Waukesha.
3. If your company is currently for sale or involved in any transaction to expand or to become acquired by another organization, acquisition or merger within the last three-(3) years please explain.
4. Have any complaints been filed with state or federal agencies or any lawsuits been brought to the courts in the State of Wisconsin in which your firm was alleged to have violated any laws? If so, describe in detail the circumstances and outcome including names and the docket number of the case.
5. Are you currently listed on any State of Wisconsin Contracts or "Approved" vendor lists? (Under State of Wisconsin Contract)

**B. Downtown Camera System Requirements/Objectives**

1. To provide City of Waukesha Police Department with an easy to understand and maintain wireless IP based camera system for the City of Waukesha.
2. Allow Police Department personnel the ability to directly control, via software, each camera independently with pan/tilt/zoom, as well as pre-determined camera scanning areas that can be overridden by Police Department personnel.
3. Recording devices in both City IT and Police Department locations.
4. Provide remote viewing capability (no control ability) over the internal network, via a WEB browser, for specific concurrent users.
5. Viewing options on web browser of cameras should offer several options to allow Police Department personnel to select cameras of interest on the same screen.
6. Ability to tag recordings for archive and exporting for an indefinite period of time.
7. Ability to export video clips ranging from one second to twenty-four (24) hours.
8. Vendor supplied viewing software to be included with all exports that export multiple cameras and hours of footage when placed on a CD, DVD, or other form media.
9. Offer camera information, location, and time/date stamping as an overlay option for exporting video and monitoring.
10. Exporting of still images.
11. Record and archive video at minimum 640 x 480 pixels.
12. Per Wisconsin State law, archive all footage minimum 120 days, 24 hours a day for all cameras.
13. Ability to record images at night.
14. Export preferences to include mpeg, avi, wmv for video and jpg, png for still images.
15. Cameras must be equipped for Wisconsin weather.

**Camera Requirements (overview):**

The City of Waukesha plans to implement a pilot project involving multiple wireless IP based cameras in its downtown area to record and monitor several areas of interest to

the Police Department. These cameras must have the before mentioned capabilities, while being easy to use via the vendor provided interface.

**General Needs Requirements:** Installation of a wireless IP based camera system within the City of Waukesha downtown area that allows for remote control over each specific camera at any given time. The system should also allow independent operation at all times, recording to an off-site recording media device. Cameras should be digital and capable of pan, tilt and zoom. Any vendor selected for this project will be required to meet with our Waukesha Police Department and Information Technologies Department to review the installation environment prior to the purchase and installation of any equipment. Failure to comply may subject the vendor to disqualification in participating in this project.

**C. General Camera Specifications:** Provide up to two (2) wireless IP based cameras, installation and training for our downtown area, in a yet to be determined site through discussion with selection committee and vendor. This is a pilot project headed by our Police Department which may lead to future development of the system to cover a greater area of the city. Remote controlled pan/tilt/zoom and ability to store to a network attached device for easy access is critical. Ability to have multiple logins for individual users.

- 1. **Optimal Camera Equipment Specifications:** Remote controls to adjust pan, tilt and zoom on each specific camera for each individual camera, recording simultaneously to an off-site device.
- 2. **Maintenance:** Provide training and components so that a majority of the equipment can be maintained or replaced by City of Waukesha staff.
- 3. **Expansion Capability:** Selected system must be capable of expansion of both physical cameras and camera features. Audio monitoring/recording is not needed.

**D. Software/Hardware Support Services**

- 1. **Training and Education:** Provide training on completed system to a minimum of three (3) City of Waukesha staff.
- 2. **User Support:**
- 3. **Installation:** Provide the City of Waukesha with schematic of completed Opti-Cop Program.
- 4. **Quality Assurance:**
  - a) Describe procedures / controls that are in place to insure the integrity of the system and its described performance.
- Warranty:
  - a) Describe in Detail: The length, coverage, making a claim,
  - b) Relationship to annual maintenance agreements
- 5. **Software Upgrade Support/Maintenance:**
  - a) Additional fees for upgrades:
  - b) Coverage under the maintenance agreement:
  - c) Cost.
- 6. **Third Party Vendors:**
  - a) What is included, no additional cost:



- b) What is required, additional cost:
- c) What is recommended, additional cost:

**E.** at least to the to these have  
**REFERENCES:** Provide a contact person and phone number of three (3) but no more than five (5) recent clients that are similar City of Waukesha. On-site visitation by the selection committee references must be acceptable. Please indicate how long they been a client and which systems they are using.

- Client name:
- Contact name:
- Contact title:
- Contact phone number:
- Been a client since:
- Systems they are using:

**VII. PRICE PROPOSAL REQUIREMENTS**

Price and technical proposals must be sealed separately in their own proposal envelopes.

- A. PRODUCT PACKAGE:**  
Indicate cost for: Detail what is all included  
List separately, with cost, what is not included
- B. INCIDENTAL COSTS:**  
Explain what might be expected and estimated cost to city:
- C. PROFESSIONAL FEES:**  
Explain proposed fee schedule:
- D. ALTERNATIVE LEVELS OF SERVICE:**  
Describe the varying levels of service you provide in the areas of preparatory work, implementation and production and indicate the fee schedule associated with each:
- E. METHOD OF COMPENSATION, EXPLAIN IN DETAIL:**  
Flat fee basis:  
Hourly consulting fee:  
Other:

**VIII. SUMMARY**

The City of Waukesha is seeking a written proposal from your firm that specifically responds to questions and information that will be used to evaluate your firm's ability and willingness to serve the needs of Waukesha. Finalists will be selected by Police / IT / TV25. The selection of the finalists will be based on the quality and completeness of the written proposal, reference checks and final cost of the solution. The City is seeking the best-qualified vendors who can demonstrate an ability and willingness to provide assistance to the City in creating a quality long-term solution. The City seeks a vendor who will assist the City's staff in cost containment efforts regarding this project.

**TERMS & CONDITIONS**

- 1) **ACCEPTANCE:** Acceptance of these Standard Terms and Conditions is made by the Buyers purchase of services and/or products from Baycom Inc.
- 2) **PAYMENT AND TERMS:** All invoices provided by the Seller to Buyer shall be paid 50% within 30 days of the Invoice date with the exception of Service Block Invoices. The remaining 50% is due upon completion. Service Block Invoices shall be paid upon receipt of the invoice.
- 3) **ADDITIONAL CHARGES:** If installation of products sold hereunder requires more time that was reasonably estimated at the time proposal was made, and that such additional installation time is attributable to incompatibility problems caused by upgraded hardware, and that such incompatibility problems were not known to, or reasonably foreseen or ascertainable by. Seller at the time of service, Buyer shall pay additional an amount determined by Seller's then-prevailing hourly rates for installation, based upon the actual additional installation time.
- 4) **BUYER'S WARRANTY AS TO PROPER LICENSING:** Buyer warrants and represents to Seller that it is properly licensed for all software being used by their organization and shall hold Seller harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
- 5) **BUYER'S WARRANTY AS TO PROPER BACKUP:** Buyer warrants and represents to Seller that Buyers system has been properly backed up prior to the commencement of any services provided by Seller and understands that Seller is not responsible, under any circumstances, for any liability or damages incurred due to improper backup solutions.
- 6) **TIME NOT OF THE ESSENCE:** Time is not of the essence with respect to Seller's performance hereunder.
- 7) **FORCE MAJEURE:** Seller's performance hereunder shall be excused if such nonperformance is due to causes beyond the reasonable control of Seller and is the direct or indirect result of, fires, war, riots, terrorism, floods, epidemics, quarantine restriction, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.

Payment With Order: 50% Upon Signature, 50% On Completion

Propoosal valid for 30 days

Approved By:

*Jerry Nelson*

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms

All of the information listed on this proposal is confidential and proprietary information.

**If You Have Any Questions Please Contact Jason Pedersen At BAYCOM INC. 468-5426 ext. 435**

## EXHIBIT "C"

### Training Descriptions for each product application:

1. Motorola Canopy Wireless Network System
    - a. Multi-point applications
      - i. System Interface Overview
      - ii. Capabilities & Configuration
        1. TCP/IP (Transmission Control Protocol/Internet Protocol)
          - a. IP Addressing
          - b. Subnet Masking
        2. VLAN Capabilities
        3. Hi Priority Channeling/VoIP
        4. Data Network Integration
      - iii. RF Concepts
        1. Understanding Radio Frequency Network
        2. Licensed & Unlicensed Networks
        3. Avoiding Interference & Co-Location Management
    - b. Point to Point Applications
      1. TCP/IP (Transmission Control Protocol/Internet Protocol)
        - a. IP Addressing
        - b. Subnet Masking
      2. VLAN Capabilities
      3. Hi Priority Channeling/VoIP
      4. Data Network Integration
    - ii. RF Concepts
      1. Understanding Radio Frequency Network
      2. Licensed & Unlicensed Networks
      3. Avoiding Interference & Co-Location Management
    - iii. System Interface Overview
    - iv. Capabilities & Configuration
  - c. Authentication Server Application
    - i. System Interface Overview
    - ii. Capabilities & Configuration
    - iii. Alerts & Troubleshooting
2. IndigoVision Software Application
  - a. Software Interface Overview
  - b. Video Management Overview
    - i. Administrator/Client Management
    - ii. Triggers, Alerts & I/O Ports
  - c. Live Viewing
    - i. Pan/Tilt/Zoom
  - d. Storage Management
    - i. Archive Video Viewing
    - ii. Permanent Storage Video Folder

# Appendix B

# MEMORANDUM



To: **File**  
From: **Brian Engelking, Transit Manager**  
Date: **February 3, 2017**  
Re: **Price Analysis for Replacement Interior Cameras at the Transit Center**

The current 9 cameras inside the Transit Center are 12 years old and have reached their useful life. New technology will allow us to replace the existing 9 cameras with 9 cameras and get far superior coverage eliminating blind spots in coverage and without adding more cameras. The project is to replace only cameras not the whole system and it was decided to only replace the interior ones at this time as : 1. It is winter and exterior cameras installation will be more costly and cumbersome 2. We want to ensure that the type of cameras we use will work well prior to committing to more replacements.

The camera system is part of a City wide system called IndigoVision. There are many benefits to being on a City wide system with the number one being public safety as the Police department has access to all cameras on one system and can response to incidents quicker and can also monitor ongoing incidents easier than having multiple systems. The IndigoVision system is well within it useful life plus the public safety benefits of being on one city wide system offers no benefit to look at a completely new system. This allows us to focus on just on camera replacements. Since the City uses IndigoVision, only vendors authorized to work on IndigoVision can supply the cameras and install the system. We received quotes from the lone Wisconsin company authorized, Baycomm (also covers northern Illinois and the Twin Cities) and the next closest reseller in Michigan, Data Consultants. We tried to receive a quote from the Ohio reseller but they did not provide one. The next closest resellers are many more hours away and would greatly increase travel expenses, etc. The quotes received were \$17,840 and \$25,850 which were well below and just above the ICE. The lowest cost quote from Baycomm \$17,840 was deemed reasonable given it was considerably below both the ICE and the other quote.

# Appendix C

**CITY OF WAUKESHA, WISCONSIN**  
**EQUIPMENT REPLACEMENT FUND EXPENDITURE**  
 Budget Year: 2017 - 2021

Department: Fire Department  
 Dept Head: Steve Howard  
 Project Contact: Steve Howard

Description of Expenditure: Station Door Security Replacement

Addition or Replacement: Replacement

Initial Cost	\$	68,500
Anticipated Annual Maintenance Cost/Cost of Operation	\$	1,000
Cost Over 5 years	\$	5,000

TOTAL \$ 73,500

Est. Salvage Value of Former Capital Asset \$ -

EST. INITIAL INVESTMENT \$ 68,500

**Justification for Equipment Replacement Fund Expenditure**

The Department is requesting funds to replace failing door security systems at Fire Stations #1, #2 and #5. In addition, the Department is requesting funding to install a door security system at Fire Station #4, which in 2017 will be the only Fire Department building to not have a door access system.

Currently, Fire Stations #2 and #5 have Stanley Door Security Systems that have proven to be unreliable and troublesome. This product is no longer supported by Stanley and the lack of both support and system failures have resulted in situations where firefighters were not able to access the building or lock out parts of the building while on duty. This has led to Fire Department personnel overriding the security system and blocking doors open in order to access the building.

The security system at Fire Station #2 has been very reliable; however, the main control panel is at the end of its service life and the Department needs to add additional internal security doors to protect narcotic storage areas and the existing panel cannot support an addition.

The project is based on proposals solicited from multiple vendors, ensuring that the system would meet the immediate needs of the Fire Department and could be expanded to other city buildings in the future by adding access modules at individual locations. The project would reuse all existing door hardware and, where possible, card readers. The proposed project includes all hardware and software installation, programming and cabling..

Fund-Org.-Object-Project	Funding Sources	FY '17	FY '18	FY '19	FY '20	FY '21	Total
0420-2242-49110	10 year GO debt	\$ 68,500	\$ -	\$ -	\$ -	\$ -	\$ 68,500
	<b>Total</b>	<b>\$ 68,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 68,500</b>

Fund-Org.-Object-Project	Expenditures	FY '17	FY '18	FY '19	FY '20	FY '21	Total
0420-2242-68220	Hardware	\$ 58,000	\$ -	\$ -	\$ -	\$ -	\$ 58,000
0420-2242-68220	Installation	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ 10,500
	<b>Total</b>	<b>\$ 68,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 68,500</b>

**How will this improve our service level and efficiency?**

By purchasing one reliable security system for all Fire Department buildings, the Department will be able to better manage access to Fire Stations and sensitive areas within each building. The proposed system will be scalable and can be expanded to other city buildings. Our current systems that have been failing have hindered operations and are in need of replacement.



serious mobility  
when it matters most

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GREEN BAY, WI 54302  
(920) 544-4240  
FAX: (920) 468-8615  
jpedersen@baycominc.com

WAUKESHA FIRE DEPT.  
STEVE HOWARD  
130 WEST ST. PAUL AVE  
WAUKESHA, WI. 53188  
(262) 524-3649  
DATE: 2/7/2017

**SUBJECT: Waukesha Fire Department Access Control**

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:  
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
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**Project Description:** CC&N, Inc. is pleased to provide a proposal to Baycom Inc. for the access control upgrade at the four fire st

1	<b>Pricing:</b>	\$37,250.00	\$37,250.00
	§ DOES NOT INCLUDE applicable state sales tax.		
	§ Pricing is valid for 30 Days from the date of this proposal		

**Proposal Considerations:** CC&N's proposal is based on the requirements as described in:

- Site visit conducted by both companies.
- Structured cabling installation per National Electrical Code and building standard.
- Plans and specifications provided by the customer.

**Proposal Inclusions:** We have included the following implementation items within our proposal:

- Ø Install an S2 Extreme Controller licensed for 64 portals with a total capacity of 128 portals.
- Ø **Fire Station #1** – Install (2) S2 nodes and (8) ACM blades to integrate the existing 16 doors that have keypad / reader devices, strikes, door status contacts and request to exits already installed.
- Ø **Fire Station #2** – Install (1) S2 node and (4) ACM blades to integrate the existing 7 doors that have keypad / reader devices, strikes, door status contacts and request to exits already installed.
- Ø **Fire Station #4** – Install (1) S2 node and (3) ACM blades, keypad / reader devices, strikes, door status contacts and request to exits along with composite access control cable to all 5 doors for a complete system installation.
- Ø **Fire Station #5** – Install (1) S2 node and (4) ACM blades to integrate the existing 6 doors that have keypad / reader devices, strikes, door status contacts and request to exits already installed. Add a keypad / reader device, strike, door status contact and request to exit along with composite access control cable to an additional new door for a total of 7 doors.
- Ø Programming of the customers user information and schedules into the controller and two hours of administrator training.



**Proposal Notes & Exclusions:** The following items are **not included** the proposal pricing and should be considered:

It is assumed that all existing doors were installed as a complete system including readers / keypads, electric strikes, door status contacts and request to exit devices.

Integrated into the customers' existing network with the assistance of the customers IT personnel.

Overtime / expedited install costs.

§ Does not include conduit or surface mount raceway and assumes all locations can be fished in wall or ran free air.

New licensing needed when current licenses expires.

§ 120 volt AC power requires near equipment.

§ Fire alarm tie in if necessary, to door power supply requires the fire alarm installer to install properly rated cable from the fire alarm system to the access control power supply.

§ Customer will need to provide a centralized UPS solution for the above equipment

§ Not responsible for existing building code violations.

Training is conducted during office hours only.

An outside internet connection must be available for system upgrades and remote support.

**Baycom Service Contract Option**

1	Price Includes: (1) 1 Year - Remote On-Site Service & Maintenance (1) Equipment Troubleshooting, Repair & Replacement (1) Firmware, Software & Application Updates	\$2,350.00	\$2,350.00
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	EQUIPMENT COST	\$39,600.00
	SHIPPING:	\$395.00
Payment With Order: Net 10 Day	SALES TAX:	\$0.00
Quotation Good for 90 Days of Submittal	PURCHASE PRICE:	\$39,995.00

Approved By: \_\_\_\_\_

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms

All of the information listed on this proposal is confidential and proprietary information.

**If You Have Any Questions Please Contact Jason Pedersen At BAYCOM INC. 920-544-4240**

www.baycominc.com

920.468.5426

800.726.5426



# Toepfer Security Corporation

## 1.0 Scope of Work

Item	Qty	Description	Sales Price
		Waukesha Fire Station #1 130 W St Paul Ave, Waukesha, WI 5318 Attn: Howard, Steven  O (262) 524-3649 E Showard@ci.waukesha.wi.us	
		<b>Migrate C CURE 800 (SN# 8-00895) to 9000</b>	
		Dated 8/1/2016	
		<b>Migrate existing C Cure 800 to 9000</b>	
1	1	CCSM81RR-1-5 C-CURE 800 reinstatement fee for migration	\$438.60
2	1	CC9000-MTM Migration of a single C-CURE 800 Model 1 to a single C-CURE 9000 Series M (Migration Tool DVD and C-CURE 9000 Series M DVD and license Included)	\$1,710.53
3	1	CC9000-M-NSU Upgrade Series M System License to Series N Includes new C-CURE 9000 license only	\$2,192.98
4	1	CC9000-N-PSU Upgrade Series N System License to Series P Includes new C-CURE 9000 license only	\$2,807.02
5	1	Test and commission all contact points, i.e., 27 card readers, Rex Units, door contacts, etc.	Included
6	1	Validate migration of the access control programs and upgrade	Included
7	1	Setup Badging clients to operate on C*cure 9000	
		<b>KEYFOBS</b>	
8	50	HID iClass key chain fob with key numbering sequential matching Internal/External (ENGRAVED)	\$8.77
		<b>READERS</b>	
9	10	HID iClass RK40 Wall Switch Size Readers 3.3" x 4.8" x 1.1" with Keypad	\$4,210.36
10	2	REX Motion	\$181.38
11	2	Door Position switch	\$22.67
		<b>CONTROLLERS &amp; POWER SUPPLYS</b>	
12	1	USTAR008-SE iSTAR Ultra, 8-Reader, in Wall Mount Enclosure GCM, 1 ACM in wall-mount enclosure	\$4,817.81
13	1	Power Supply/Panel & Lock	\$525.85
14	1	ESTAR004 iSTAR Edge, 4-Reader, with Enclosure 64 MB RAM, supports four readers, with enclosure, 12/24VDC input (requires RM module or RM reader for readers 3 and 4)	\$1,425.10
15	1	Power Supply/Panel & Lock	\$525.85
		<b>ELECTRIC LOCK</b>	
16	2	Electric Strike	\$680.16
		<b>CABLE</b>	
17	300	Cable/4 Element	\$303.64
		<b>INSTALLATION, PROGRAMMING, TESTING &amp; TRAINING</b>	
18	2	Fire Wall Penetration/Fire Stop	Included
19	8	Hours/ Training	Included
20	5	Hours/Programing	Included
21	2	Hours/Special Programming	Included
		Technician Hours, Engineering Hours, Project Mgt. Hours, Administrative Hours, Manufacturing Hours, Warranty, Customer Support, Drafting Hours, Freight, and Travel	\$9,000.00
		<b>Total (Not including any applicable tax)</b>	<b>\$28,850.72</b>

Security Management System

TOTAL  
 \$28,850.72

## Toepfer Security Corporation

Item	Qty	Description	Sales Price
		Waukesha Fire Station #2 1714 Pearl Street, 53186 Attn: Howard, Steven  O (262) 524-3649 E Showard@ci.waukesha.wi.us	
		<b>ADD C CURE 9000</b>	
		Dated 8/1/2016	
		<b>READERS</b>	
1	6	HID iClass RK40 Wall Switch Size Readers 3.3" x 4.8" x 1.1" with Keypad	\$2,526.22
		<b>CONTROLLERS &amp; POWER SUPPLYS</b>	
2	1	USTAR008-SE iSTAR Ultra, 8-Reader, in Wall Mount Enclosure GCM, 1 ACM in wall-mount enclosure	\$4,817.81
3	1	Power Supply/Panel & Lock	\$525.85
		<b>ELECTRIC LOCK</b>	
4		Electric Strike	By Customer
		<b>CABLE</b>	
5		Cable/4 Element	By Customer
		<b>INSTALLATION, PROGRAMMING, TESTING &amp; TRAINING</b>	
6	0	Fire Wall Penetration/Fire Stop	\$0.00
7	0	Hours/Training	\$0.00
8	3	Hours/Programing	Included
	0	Hours/Special Programming	\$0.00
		Technician Hours, Engineering Hours, Project Mgt. Hours, Administrative Hours, Manufacturing Hours, Warranty, Customer Support, Drafting Hours, Freight, and Travel	\$1,700.00
		<b>Total (Not including any applicable tax)</b>	<b>\$9,569.88</b>

## Toepfer Security Corporation

Item	Qty	Description	Sales Price
		Waukesha Fire Station #4 1700 Northview Road, Waukesha 53188 Attn: Howard, Steven  O (262) 524-3649 E Showard@ci.waukesha.wi.us	
		<b>ADD C CURE 9000</b>	
		Dated 8/1/2016	
		<b>READERS</b>	
1	5	HID iClass RK40 Wall Switch Size Readers 3.3" x 4.8" x 1.1" with Keypad	\$2,105.18
2	5	REX Motion	\$453.44
3	5	Door Position switch	\$56.68
		<b>CONTROLLERS &amp; POWER SUPPLYS</b>	
4	1	USTAR008-SE ISTAR Ultra, 8-Reader, in Wall Mount Enclosure GCM, 1 ACM in wall-mount enclosure	\$4,817.81
5	1	Power Supply/Panel & Lock	\$525.85
		<b>ELECTRIC LOCK</b>	
6	5	Electric Strike	\$1,700.40
7	5	Lever Set	850.20
		<b>CABLE</b>	
8	500	Cable/4 Element	\$506.07
		<b>INSTALLATION, PROGRAMMING, TESTING &amp; TRAINING</b>	
9	2	Fire Wall Penetration/Fire Stop	Included
10	0	Hours/Training	\$0.00
11	2.5	Hours/Programing	Included
	0	Hours/Special Programming	\$0.00
		Technician Hours, Engineering Hours, Project Mgt. Hours, Administrative Hours, Manufacturing Hours, Warranty, Customer Support, Drafting Hours, Freight, and Travel	\$6,250.00
		<b>Total (Not including any applicable tax)</b>	<b>\$17,265.64</b>

## Toepfer Security Corporation

Item	Qty	Description	Sales Price
		Waukesha Fire Station #5 3051 Summit Avenue, 53188 Attn: Howard, Steven  O (262) 524-3649 E Showard@ci.waukesha.wi.us	
		<b>ADD C CURE 9000</b>	
		Dated 8/1/2016	
		<b>READERS</b>	
1	6	HID iClass RK40 Wall Switch Size Readers 3.3" x 4.8" x 1.1" with Keypad	\$2,526.22
		<b>CONTROLLERS &amp; POWER SUPPLYS</b>	
2	1	USTAR008-SE ISTAR Ultra, 8-Reader, in Wall Mount Enclosure GCM, 1 ACM in wall-mount enclosure	\$4,817.81
3	1	Power Supply/Panel & Lock	\$525.85
		<b>ELECTRIC LOCK</b>	
4		Electric Strike	By Customer
		<b>CABLE</b>	
5		Cable/4 Element	By Customer
		<b>INSTALLATION, PROGRAMMING, TESTING &amp; TRAINING</b>	
6	0	Fire Wall Penetration/Fire Stop	\$0.00
7	0	Hours/Training	\$0.00
8	3	Hours/Programing	Included
	0	Hours/Special Programming	\$0.00
		Technician Hours, Engineering Hours, Project Mgt. Hours, Administrative Hours, Manufacturing Hours, Warranty, Customer Support, Drafting Hours, Freight, and Travel	\$1,700.00
		<b>Total (Not including any applicable tax)</b>	<b>\$9,569.88</b>

**2.0**

**Customer Responsibilities**

**EXCLUSION - Customer provided to meet Toefer Security Corporation specifications:**

- 120 VAC
- LAN/WAN with static IP addresses
- PC for C Cure 9000 server and client
- Microsoft SQL Server 2012 Standard Edition DVD with 4-Core Processor License for C Cure 9000 server
- 
- Electric Locking/compatible door hardware by owner - 100% operational provide/install
- Devices/proximity credentials by owner - 100% operational provide/install
- Cable/conduit by owner - 100% operational provide/install
- Any work needed to ensure alignment, proper closing and re-keying of the doors
- Entry of all database and employee assignment to groups and schedules
- Toefer employee access during normal business hours 8am-4:30pm M-F

Accepted:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016 by: Dated this \_\_\_\_ day of \_\_\_\_\_, 2016 by:

City of Waukesha.

Toefer Security Corp.

\_\_\_\_\_  
Name and Title  
(Signature of Authorized Representative)

\_\_\_\_\_  
Name and Title  
(Signature of Authorized Representative)

# BAYCOM

SECURITY SOLUTIONS  
WIRELESS NETWORKS



**Jason Pedersen**  
Sales/Systems Engineer

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Green Bay, WI 54302-2085

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www.baycominc.com



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Waukesha, WI 53189  
(262) 650-7233  
CELL: (414) 788-9972  
FAX: (262) 650-6644

## COMMERCIAL SECURITY SYSTEMS

**MICHAEL ZUBARIK**  
SENIOR ACCOUNT EXECUTIVE  
SECURITY SOLUTIONS  
mzubarik@toeplersecurity.com

SINCE 1862

# AVIGILON

**Brian Meeks**  
Regional Sales Manager - Access Control  
Northern IL, WI and Upper MI  
brian.meeks@avigilon.com

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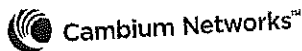
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WIRELESS NETWORKS



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Designer / Project Manager

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# Appendix D



**Consulting Services Contract**  
**City of Waukesha – Baycom Inc.**  
**Project Name: Waukesha City Surveillance, Access Control and Service**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Baycom Inc. 11408 W. Lincoln Ave., referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

**Recitals**

The City published a Request for Proposals, referred to as the RFP, for consulting services in connection with the following Project:

Engineering and design services for the City Surveillance, Access Control and Services.

The RFP contained a specific Scope of Work to be incorporated into the successful bidder's contract.

The Consultant submitted a proposal in response to the RFP, and was selected by the City to be awarded the contract for the Project.

The Consultant is willing to perform consulting services according to the Scope of Work stated in the RFP and the Consultant's responsive Proposal, and to accept the award of the contract for the Project.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform the Work described on Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and the highest standards of the professions of the individual employees performing the Work for Consultant.
3. **Payment.** The City shall pay to Consultant an hourly fee for labor and expenses provided based upon the Rate information as set forth in the Consultant's RFP Dated July 15, 2009 (Attachment A) for performance of the Work in compliance with the terms and conditions of this Contract. Consultant shall invoice the City, monthly. All invoices shall be payable net 30 days. The Hourly Rate for a single technician shall be \$95.00. The Hourly Rate for a single technical services technician shall be \$110.00. The Hourly Rate for high technical services shall be \$145.00. These Rates shall not be adjusted for the duration of this Contract. Pricing over the term of the contract for hardware, software and installation will remain persistent for 2017 & 2018 years. 2019 and beyond an increase of 2% each year will be applied during the remaining term of the contract. Hardware, software & materials will be billed at the most recent competitive industry rates.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than **March 1, 2017**, subject only to delays for circumstances beyond Consultant's control, provided Consultant recommences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.
6. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.

7. **Indemnification.** Consultant shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Consultant's performance of the Work, including court costs and actual attorney fees.
8. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies. Consultant shall obtain an endorsement making the City an additional insured and loss payee, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
  - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
  - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
  - c. Excess liability-umbrella, \$5,000,000.
  - d. Worker compensation, statutory requirements.
  - e. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
9. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
10. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
13. **Permits and Licenses.** City shall be responsible, at Cities' expense, for obtaining all permits and licenses required for the performance of the Work unless expressly agreed by the parties.
14. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
15. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City:        Attention Katie Jelacic  
                               City of Waukesha  
                               130 Delafield Street  
                               Waukesha WI 53188

To Consultant:    Attention Baycom Inc.  
                               11408 W. Lincoln Ave.

16. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
17. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
18. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
20. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
21. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
22. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
23. **Integration.** This Contract constitutes the entire agreement of the Parties formed by the City's RFP and the Consultant's responsive proposal; however, if any ambiguity in this Contract requires resolution, or this Contract is silent on a material point, then reference may be made to the RFP and the Consultant's proposal, in that order of priority, to construe this Contract. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.
24. **Contract Renewal.** This contract will automatically renew unless terminated by the City of Waukesha. A 20 day delivery notice is required to process the termination.
25. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Consultant shall be paid for all Work completed as of the date of termination.
26. **System Compatibility.** All components for video and access control will be compatible and/or interoperable with the City of Waukesha's current system. The access control and video system may also operate in conjunction with each other to provide an extensive security network.

City of Waukesha

\_\_\_\_\_  
By Shawn N. Reilly, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Attested by Gina L. Kozlik, City Clerk  
Date: \_\_\_\_\_

To certify that funds are provided for payment:

\_\_\_\_\_  
Richard L. Abbott, Director of Finance  
Date: \_\_\_\_\_

Baycom Inc.

\_\_\_\_\_  
By (print name) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By (print name) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Schedule A

### Scope of Work

#### A. General:

The services provided by Baycom include providing compatible and state of the art video security components to the City of Waukesha. Baycom will work closely with the City to identify design and logistics of new indoor and outdoor surveillance products. Each project will be handled on an individual basis to determine the best solution for the request. Each project will include a statement of work that will be accepted by both parties prior to project launch. Each project will yield a deliverable of a final build document and a signed acceptance page by both parties.

## Addendum A

### A. Access Control

This addendum is to include the City of Waukesha's access control requirements to the current video surveillance contract from July 15, 2009 (Attachment A). The services provided by Baycom include providing compatible and state of the art access control components to the City of Waukesha. Baycom will work closely with the City to identify design and logistics of new indoor and outdoor access control needs. Each project will be handled on an individual basis to determine the best solution for the request. Each project will include a statement of work that will be accepted by both parties prior to project launch. Each project will yield a deliverable of a final build document and a signed acceptance page by both parties.

## **BUSINESS HOURS OF OPERATION**

### ***Observed Holidays***

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving,  
Day after Thanksgiving, Christmas Eve, and Christmas Day

<b>Monday through Friday:</b>	<b>8:00 AM to 4:30 PM</b>
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## **SERVICE TIME AND MATERIAL RATES**

<b>General Tech Hourly Rate</b>	<b>\$110.00/hr. (Minimum \$37.50)</b>
<b>High Tech Hourly Rate</b>	<b>\$145.00/hr.</b>
<b>Engineering/Design/Consultation/ Project Management Rate</b>	<b>\$180.00/hr.</b>
<b>Installation Hourly Rate</b>	<b>\$95.00/hr.</b>
<b>Travel Rate</b>	<b>\$95.00/hr.</b>

## **SERVICE AFTER HOURS/CALLOUT TIME AND MATERIAL RATES**

<b>Callout-Minimum 2 Hours Charged</b>	<b>\$330.00/call</b>
<b>After Hours Phone Support-Minimum 15 Minutes Per Call</b>	<b>\$41.25/quarter hr.</b>
<b>After hours General Tech Hourly Rate</b>	<b>\$165.00/hr.</b>
<b>After Hours High Tech Hourly Rate</b>	<b>\$217.50/hr.</b>
<b>After Hours installation Hourly Rate</b>	<b>\$142.50/hr.</b>
<b>After Hours/Callout Travel Hourly Rate</b>	<b>\$142.50/hr.</b>

## **SERVICE COORDINATION CONTACT INFORMATION**

<b>Phone:</b>	<b>920-544-4290 / 800-726-5426 x4290</b>
<b>Fax:</b>	<b>920-468-8615</b>
<b>Email:</b>	<b>coordination@baycominc.com</b>