



**#2022-39  
INVITATION TO BID  
EQUIPMENT INSTALLATION IN NEW SHERIFF'S VEHICLES  
FOR  
ROCK COUNTY SHERIFF'S OFFICE  
JANESVILLE, WISCONSIN**

Bids due in Rock County Purchasing Division by:

**October 25, 2022 – 2:00 p.m. (Local time)**

Bids received after this date and time will be rejected.

Bids must remain in effect the life of the contract.

Address Bid to: Shilo Titus, Purchasing Manager  
Rock County Courthouse  
Purchasing Division  
51 S. Main Street  
Janesville WI. 53545

**\*\*\*MARK SEALED ENVELOPE: #2022-39 VEHICLE EQUIPMENT INSTALLATION\*\*\***

Rock County is seeking sealed bids for the installation of equipment and wiring in new Rock County Sheriff's Office vehicles. All equipment shall be supplied by the contractor, based on Rock County Sheriff's Office specifications.

Rock County reserves the right to accept or reject any or all bids; to waive any technicality or error in any bid or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

Contracts are awarded to the lowest, most qualified, responsible, and responsive bidder based on the base bid and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, time of delivery, competency of bidder, bidder's ability to render satisfactory service, and past performance. If two or more bidders submit identical bids, Rock County will make award to bidder of its choice and such decision will be final.

## INSTRUCTIONS FOR BIDS

The bidder is required to submit their bid either via Demandstar or in a sealed envelope marked ITB #2022-39 Shilo Titus, Financial Services Purchasing Division, 51 South Main, Janesville, WI 53545. All bids shall be received by **2:00 p.m. (local time), October 25, 2022**. Any bid submitted after this date and time will be rejected. Vendors are responsible for ensuring that the above office receives their bid before the deadline. No faxed bids will be accepted.

Bid "packets" shall be clearly labeled with vendor name, return address, bid title, date and the name of the vendor's primary contact for bid questions.

Bids shall be signed with named printed below signature. Where Bidder is a Corporation, Bid shall be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

## INQUIRIES

All questions concerning this Invitation to Bid shall be submitted **in writing** to Shilo Titus. Questions shall be received by **12:00 Noon (local time), October 11, 2022**. Questions received after this date and time will not be answered. Questions shall be e-mailed to [shilo.titus@co.rock.wi.us](mailto:shilo.titus@co.rock.wi.us).

No verbal explanation or instructions will be given regarding the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions, or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County's response.

## ADDENDA

All changes in or interpretations of the Bidding Documents prior to bid opening will be made by written addenda issued by Rock County to each recipient of the Bidding Documents on record. All addenda will be issued no later than 72 hours prior to bid opening. All addenda or notice of addenda will be posted on Rock County's website, [www.co.rock.wi.us](http://www.co.rock.wi.us).

## PROJECTED TIMETABLE

Issue Invitation to Bid	09/27/2022
Questions Due	10/11/2022 – 12:00 Noon
Amendments Issued by	10/14/2022 – 5:00 p.m.
Bids Due	10/25/2022 – 2:00 p.m.
Evaluation of Bids	10/25/2022- 11/04/2022
Governing Committee Approval	TBD
Contract Execution	01/01/2023

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

## VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's bid, become the property of Rock County. We will work with vendors to meet their confidentiality requirements if they are within reason. All vendor confidential material shall have each page clearly marked as confidential. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

## BID AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their bid in response to this Invitation to Bid nor for the presentation of their bid and/or participation in any discussions or negotiations.

**COMPLIANCE WITH INVITATION TO BID**

Bids submitted shall be in strict compliance with the Invitation to Bid. Failure to comply with all provisions on the ITB may result in disqualification. Failure to visit the site or failure to examine all Contract Documents will in no way relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications. Neglect of the above requirements will not be accepted as reason for the delay in the work or additional compensation.

**IMPLIED REQUIREMENTS**

Products and services that are not specifically addressed in this Invitation to Bid, but which are necessary to provide functional capabilities proposed by the offeror, shall be included in the bid.

**NON-DISCRIMINATION**

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

**INDEMNIFICATION**

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the contractor.

**INSURANCE REQUIREMENTS**

The Contractor further agrees that to protect itself and County it will always during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Coverage shall apply as primary with County named as an added insured. Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution or commencing work for the County.

**REQUEST FOR CLARIFICATION**

All requests by Rock County for clarification of bids will be in writing. Such requests shall not alter the offeror's pricing information contained in its bid.

**PROOF OF COMPETENCY OF BIDDER**

Any Bidder may be required to furnish evidence satisfactory to Rock County that the Bidder and proposed subcontractors have sufficient means, expertise, financial ability, and experience in the types of work bid to assure completion of the Contract in a satisfactory manner.

## **MODIFICATION AND WITHDRAWAL**

Bids may not be modified after submittal. Bidders may withdraw Bids at any time before the Bid opening but may not resubmit them. No Bid may be withdrawn or modified after the Bid opening except where the award of Contracts has been delayed for more than 90 days from the day of the Bid opening.

## **DEVIATION AND EXCEPTIONS**

Deviations and exceptions from terms, conditions, or specifications will be described fully under the bidder's letterhead, signed, and attached to the Bid. In the absence of such statements, the bid will be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

## **SUBSTITUTIONS**

When substitutions are bid, they shall be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. Substitutions shall be requested prior to the question cut-off date and time. Approved substitutions will be included in an Addendum. Rock County shall be the sole judge of equivalency.

## **DISQUALIFICATION**

Rock County reserves the right to disqualify Bids, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

## **QUANTITIES**

Quantities shown within the Invitation to Bid are based upon estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.

## **AWARD**

Award will not be made to any Bidder in default of a Contract with Rock County, or to any Bidder having as its agent or employee, any individual previously in default or guilty of misrepresentation.

## **NOTICE TO PROCEED**

Written notice of award to successful Bidder shall be in the form of a Purchase order from Rock County mailed or delivered to the address shown on the Bid and will be considered sufficient notice of acceptance of Bid, intent to award the Contract, and "Notice to Proceed" with the work.

## **CANCELLATION**

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

## **APPLICABLE LAW**

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement will be in Rock County Circuit Court.

## **ASSIGNMENT**

No right or duty in whole or in part by the contractor under any purchasing contract may be assigned or delegated without the written consent of Rock County.

## **GUARANTEED DELIVERY**

Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials renders the contractor liable for all costs more than contract price if alternate procurement is necessary. Excess costs include administrative costs.

## **PATENTS**

By accepting a contract or purchase order from Rock County, the vendor or contractor guarantees that the sale or use of the items or goods being provided will not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such article or articles, and agrees that it will pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

## **QUALITY LEVEL**

Unless otherwise indicated in the Invitation to Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by Rock County.

## **SAFETY REQUIREMENTS**

Materials, equipment, and supplies provided to the County shall comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U. S. Occupational Safety and Health Standards, the contractor shall furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, during performing the service necessary to satisfy the requirements of any Invitation to Bid, the contractor is fully liable for public and private protection while work is in progress or at any site exposed as a potential hazard. Contractor shall provide warning devices and/or signs, which shall be prominently installed and displayed, and be fully in compliance with safety regulations.

## **TAXES**

Rock County is exempt from the payment of all federal excise taxes, registration no. (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a). Contractors performing construction activities are required to pay state user tax on the cost of materials which they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil and aviation fuel.

## **WARRANTY**

Unless otherwise specifically stated by the bidder, equipment purchases because of a request for bid shall be warranted against defects by the bidder for 90 days from date of receipt. The equipment manufacturer's standard warranty shall apply, and the minimum shall be honored by the contractor.

## **SPECIFICATIONS AND SCOPE OF WORK**

### **A. SCOPE**

1. Project shall include installation of County supplied equipment and wiring in new Rock County Sheriff's Office vehicles. Equipment shall be installed to the Rock County Sheriff's Office Specifications.

### **B. TERMS OF CONTRACT**

1. The initial contract period shall be from January 1, 2023 through December 31, 2025.
2. The County reserves the right to extend this contract for two-additional one-year periods not to exceed a total of five years.
3. Prices to remain firm for each year of this 3-year contract. Either party may terminate the contract by providing the other party with a 30-day written notice of termination.

### **C. BACKGROUND CHECK**

1. All employees of the successful bidder who will be working at the Rock County Jail or entering the facilities for the purposes of this project, shall be required to submit to a criminal background check. Any employee, whose criminal record conflicts with the Wisconsin Department of Corrections Standards or standards of the Rock County Sheriff's Office, shall not be allowed to work on this project.

### **D. SPECIFICATIONS**

1. Equipment shall be installed in all vehicles.
  - All equipment shall be supplied by Rock County.
  - All equipment shall be installed in the same configuration in all vehicles or as directed by the Rock County Sheriff's Office Vehicle Maintenance Staff.
  - Make and type of equipment may change from year to year.
  - All equipment listed below may or may not be installed in each vehicle.
  - Equipment type may vary from vehicle to vehicle.
2. Equipment to be installed shall include or be substantially like the following:
  - Soundoff Blueprint Central controller system
  - Havis cvs2400chgr2 console
  - Havis C-TCB-19 laptop assembly/UT-101 computer mount
  - Havis CM-C-PM109 mount
  - Setina 6S-RP partition
  - Setina 453 double vertical weapon mount
  - Kenwood P25 radio
  - Custom Raptor or Decatur Genesis II radar equipment
  - SoundOff 400R siren/Federal Signal ES100 speaker and bracket
  - Watchguard 4RE Mobile Digital Video System
  - Setina TK11 89CGR11 trunk tray
  - Setina PB400 push bumper
  - SoundOff EPX3000 roof mount light bar or EPL8000WS windshield mount and EPL8000RD rear deck mount
  - SoundOff Ghost lights to be installed as partition lights and grill lights
  - SoundOff ENT2B3(x) Intersector mirror lights
  - Able 2 12V accessory plug receptacle
  - Any wiring needed to make squad fully functional

#### **E. INSTALLATION REQUIREMENTS**

1. Installation shall be completed at the Sheriff's Office or at the vendor's facility, subject to the discretion of the Rock County Sheriff's Vehicle Maintenance Supervisor.
2. Any work done at the Rock County Sheriff's Office must be performed by a vendor that passes a background check and is PREA Compliant.
3. The Rock County Vehicle Maintenance Staff may help with the installation of equipment at their discretion, and nothing shall preclude Rock County Sheriff's Office Vehicle Maintenance Staff from performing equipment removal from discontinued Sheriff's Office vehicles.

#### **F. PRICE AND WARRANTY**

1. Bid pricing to be an hourly rate with a maximum cost per vehicle.  
**NOTE:** For work conducted at the Rock County Sheriff's Office, chargeable hours will start when installer arrives at Sheriff's Office and ends when installer leaves Sheriff's Office. Rock County will **not** pay for travel time.
2. Bid will include a 1-year warranty on the installation of equipment and wiring. All warranty work shall be performed at Rock County Sheriffs location with no travel charge unless the work is deemed not to be under warranty.

#### **G. OPTIONAL PRICING**

1. Provide optional hourly pricing on removal of old equipment from discontinued Sheriff's Office vehicles.

#### **H. VEHICLES**

1. Vehicles expected to have equipment installed in 2023 are as follows:
  - 2023 Tahoe's
2. Make and models of vehicles for 2023 and 2024 and 2025 are unknown currently.



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**BID FORM**

EQUIPMENT INSTALL ON NEW SHERIFF'S OFFICE VEHICLES	
2023 HOURLY RATE	\$
2023 MAXIMUM PRICE PER VEHICLE	\$
2024 PRICE INCREASE	%
2025 PRICE INCREASE	%
OPTIONAL PRICING ON REMOVAL OF OLD EQUIPMENT	
2023 HOURLY RATE	\$
2024 PRICE INCREASE	%
2025 PRICE INCREASE	%

List any deviations or other pertinent information related to this Invitation to Bid on your Company Letterhead.

PREPARED BY:

SIGNATURE & TITLE

PRINT NAME

COMPANY:

ADDRESS:

PHONE:

E-MAIL