



## REQUEST FOR BID

Department of Administration  
Purchasing Division

<b>COUNTY DEPT</b>	<a href="#">Emergency Management</a>
<b>BID NUMBER</b>	<b>117081</b>
<b>RFB TITLE</b>	<b><a href="#">Electro-Mechanical Outdoor Warning Sirens</a></b>
<b>PURPOSE</b>	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide electro-mechanical outdoor warning sirens and installation/site work in accordance with the specifications.
<b>DEADLINE FOR BID SUBMISSIONS</b>	<b>2:00 P.M. Central Time</b> <b><a href="#">September 15, 2017</a></b>  Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.
<b>SUBMIT BID TO THIS ADDRESS</b>	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345
<b>REQUIRED BID COPIES</b>	<a href="#">Bidders must submit (1) original and (1) copy</a>
<b>PLEASE DIRECT ALL INQUIRES TO</b>	<b>NAME</b> Pete Patten
	<b>TITLE</b> Purchasing Agent
	<b>PHONE #</b> 608-267-3523
	<b>FAX #</b> 608-266-4425
	<b>EMAIL</b> <a href="mailto:patten.peter@countyofdane.com">patten.peter@countyofdane.com</a>
	<b>WEB SITE</b> <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
<b>THIS RFB IS COMPRISED OF:</b>  Part 1 – General Guidelines & Information  Part 2 – Bid Forms  Part 3 – Detailed Specifications  Part 4 – Price Proposal	<b>RESPONSE CHECKLIST:</b>  <input type="checkbox"/> Signed Affidavit – Completed Bid Forms  <input type="checkbox"/> Submit (1) original and one (1) copy  <input type="checkbox"/> Label the lower corner of the outermost envelope of your bid with the bid number.
<b>DATE BID ISSUED: August 14, 2017</b>	

## Part 1 – General Guidelines & Information

### 1. Introduction:

Dane County invites and will accept bids for item(s) outlined within this bid. The County as represented by Purchasing Division, intends to use the results of this process to purchase item(s).

### 2. Clarification/Questions:

Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to the bid deadline. Requests submitted after that time **WILL NOT** be considered. All inquiries must be directed to the person indicated on the cover page.

### 3. Addendums:

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at [www.danepurchasing.com](http://www.danepurchasing.com). Bidders are reminded to regularly monitor the web site for any such postings. Bidders must acknowledge the receipt/review of any addendum(s) on the bottom of the Signature Affidavit.

The Purchasing Division has the sole authority for modifications of this specifications and or bid.

### 4. Vendor Registration Program:

All bidders wishing to submit a bid/proposal must be a paid registered vendor with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com) or you can obtain a Vendor Registration Form by calling 608-266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

### 5. Acceptance:

Bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

### 6. Pricing:

- The price quoted shall include all labor, materials, equipment, shipping, and other costs. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense.
- All prices, costs, and conditions outlined in the bid shall remain fixed.

**State Sale Tax/Federal Excise Tax:** Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

### 7. Payment Terms And Invoicing:

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

**NON-ALLOWED CHARGES.** other incidental or standard industry charges not identified herein, are not allowed under this contract. Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

**8. Award:**

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid.

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract

**9. Permits & Licenses:**

The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.

Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

**10. Satisfactory Work:**

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

**11. Government Standards:**

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

**12. Warranty:**

The length, time, and conditions of warranty must be attached to or stated in the bid document. The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency.

Bidder shall indicate the name and the geographical location of the nearest authorized dealer to perform subsequent warranty service. This information shall be stated in the pricing section of bid or otherwise specified.

**13. Dane County Sustainability Principles:**

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

## STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the

proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 **TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local

taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

## 20.0 INDEMNIFICATION & INSURANCE.

20.1. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions

of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

**20.2.1. Commercial General Liability.**

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

**20.2.2. Commercial/Business Automobile Liability.**

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**20.2.3. Environmental Impairment (Pollution) Liability**

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

**20.2.4. Workers' Compensation.**

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

**20.2.5. Umbrella or Excess Liability.**

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

**20.3.** Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of

this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

**20.4.** The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**21.0 CANCELLATION:** County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

**22.0 PUBLIC RECORDS ACCESS:** It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

**22.1 PROPRIETARY INFORMATION:** If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret

designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 **RECYCLED MATERIALS:** Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 **PROMOTIONAL ADVERTISING:** Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 **ANTITRUST ASSIGNMENT:** The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 **RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS:** The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 **RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 **LIVING WAGE REQUIREMENT:** The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

27.03 **COMPLIANCE WITH FAIR LABOR STANDARDS.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

27.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."



**BIDDER COVER PAGE  
SIGNATURE AFFIDAVIT**

**COMPANY NAME:**

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

**ADDRESS:**

**CITY:**

**COUNTY:**

**STATE:**

**ZIP+4:**

**TEL:**

**TOLL FREE TEL:**

**FAX:**

**2. Contact person in the event there are questions about your bid/proposal:**

**NAME**

**TITLE:**

**TEL**

**TOLL FREE TEL**

**FAX**

**E-MAIL**

☐ **Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_

## VENDOR REGISTRATION CERTIFICATION

**Per Dane County Ordinance, Section 62.15, “Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20.”**

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

For Non-Registered Vendors:

Complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com). You will be prompted to create an account and complete the registration which includes paying the annual registration fee of \$20. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

If you are submitting a bid or proposal, check to make sure your vendor information and annual registration fee is up-to-date.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line. Once paid, the annual registration fee is valid for one year.

## CERTIFICATION

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- ☐ This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # \_\_\_\_\_

Date Last Paid: \_\_\_\_\_

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

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

## LOCAL CONTENT VENDOR AFFIDAVIT

**Under Dane County's purchasing ordinance, bidders offering goods made in Dane County, its surrounding counties, or the State of Wisconsin receive a price preference on sealed bid solicitations.** Bids are first evaluated to determine if any bidders are offering products that qualify as Dane County-Made Goods, Regionally-Made Goods, or Wisconsin-Made Goods.

A bidder offering Dane County-Made Goods will be considered the successful bidder if their price is up to 15% higher than the low bid for goods that are not Dane County-Made Goods. If no vendors meet this criteria, then the county will determine if any bidder is offering Regionally-Made Goods. If so, then such a bidder will be considered successful if their price is up to 12.5% higher than the low bid for goods that are not Regionally-Made Goods. If no vendors meet this criteria, then the county will determine if any bidder is offering Wisconsin-Made Goods. If so, the such bidder will be considered successful if their price is up to 10% higher than the low bid for goods that are not Wisconsin-Made Goods. If no vendors are offering Dane County-Made, Regionally-Made, or Wisconsin-Made Goods, then the county will evaluate the low bid without regard to the content of the goods.

I swear that the following is true and correct:

Based on the definition included with each category below, indicate if the goods you offer in your bid meet any of the three categories under the County's ordinance.

\_\_\_\_\_ The goods offered under this bid are Dane County-Made.

- An article that is manufactured, mined, produced or grown in Dane County and;
- Over 50% of the total cost of its components are made in Dane County.
  - "Component", as referenced above, means and article, material, or supply incorporated directly into a finished product.

\_\_\_\_\_ The goods offered under this bid are Regionally-Made.

- An article that is manufactured, mined, produced or grown in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk and;
- Over 50% of the total cost of its components are made in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
  - "Component", as referenced above, means and article, material, or supply incorporated directly into a finished product.

\_\_\_\_\_ The goods offered under this bid are Wisconsin-Made.

- An article that is manufactured, mined, produced or grown in the State of Wisconsin and;
- Over 50% of the total cost of its components are made in the State of Wisconsin.
  - "Component", as referenced above, means and article, material, or supply incorporated directly into a finished product.

\_\_\_\_\_ The goods offered under this bid do not qualify as Dane County-Made, Regionally-Made or Wisconsin-Made goods.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Company Name**

## LOCAL VENDOR AFFIDAVIT

Under Dane County Ordinance, a Regionally-Based Vendor, Local Vendor, or Non-Local Vendor may be invited to match the low bid if the low bid is offered by a vendor that is not identified as a Regionally-Based Vendor, Local Vendor, or Non-Local Vendor according to Dane County Ordinance requirements.

---

### Locally Based and Owned Vendor requirements:

- Your business or corporate headquarters is physically located in Dane County and;
- Your business owners or shareholders totaling more than 50% of ownership live in Dane County and;
- Your business is registered and authorized to do business in the State of Wisconsin.

Does your business meet all 3 Locally Based and Owned Vendor requirements?

YES\_\_\_\_\_ NO\_\_\_\_\_

If YES, your business is considered a Locally Based and Owned Vendor. Continue to the next page and checkmark Locally Based and Owned Vendor.

If NO, proceed to the Locally Operated Vendor section below.

---

### Locally Operated Vendor requirements:

- Your business is registered and authorized to do business in the State of Wisconsin and;
- Your business has an established place of business within Dane County.
  - An established place of business means a physical office, plant or other facility.
  - A post office box address does not qualify a vendor as a Locally Operated Vendor.

Does your business meet both Locally Operated Vendor requirements?

YES\_\_\_\_\_ NO\_\_\_\_\_

If YES, your business is considered a Locally Operated Vendor. Continue to the next page and checkmark Locally Operated Vendor.

If NO, proceed to the Non-Locally Operated Vendor section below.

---

### Non-Locally Operated Vendor requirements:

- Our business has an established place of business in one of the following Wisconsin Counties: Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
  - An established place of business means a physical office, plant or other facility.
  - A post office box address does not qualify a vendor as a Non-Locally Operated Vendor.

Does your business meet the Non-Locally Operated Vendor requirement?

YES\_\_\_\_\_ NO\_\_\_\_\_

If YES, your business is considered a Non-Locally Operated Vendor. Continue to the next page and checkmark Non-Locally Operated Vendor.

If NO, your business does not meet any of the Local Vendor criteria under this Dane County Ordinance. Continue to the next page.

I swear that the following is true and correct:

\_\_\_\_\_ This bid is submitted from a Locally Based and Owned Vendor.

\_\_\_\_\_ This bid is submitted from a Locally Operated Vendor.

\_\_\_\_\_ This bid is submitted from a Non-Locally Operated Vendor.

\_\_\_\_\_ This bid is submitted from a vendor that does not meet any of the criteria above.

_____ <b>Signature</b>	_____ <b>Date</b>
_____ <b>Name (type or print)</b>	_____ <b>Company Name</b>

<b>This address will be used to verify the local purchasing preference indicated above.</b>	
ADDRESS:	
CITY:	COUNTY:
STATE:	ZIP+4:

## **Order of Events:**

### **1. Locally Based and Owned Vendors:**

1. When bids are reviewed, the County will determine if a Locally Based and Owned Vendor responding to the bid is the low bidder. If a Locally Based and Owned Vendor is the low bidder, they will be awarded the bid.
2. If a Locally Based and Owned Vendor is not the low bidder but is within 15% of the low bid, the County will contact the Locally Based and Owned Vendor and provide that vendor the option of matching the low bid price.
3. If no Locally Based and Owned Vendors are among the responding bidders, or the Locally Based and Owned Vendor declines to match the low bid, then the County will determine if a Locally Operated Vendor has responded to the bid.

### **2. Locally Operated Vendors:**

4. If a Locally Operated Vendor is within 10% of the low bid, the County will contact the Locally Operated Vendor and provide that vendor the option of matching the low bid price.
5. If no Locally Operated Vendors are among the responding bidders, or the Locally Operated Vendor declines to match the low bid, then the County will determine if a Non-Locally Operated Vendor has responded to the bid.

### **3. Non-Locally Operated Vendors:**

6. If a Non-Locally Operated Vendor is within 5% of the low bid, the County will contact the Non-Locally Operated Vendor and provide that vendor the option of matching the low bid price.
7. If no Non-Locally Operated Vendors are among the responding bidders, or the Non-Locally Operated Vendor declines to match the low bid, then the County will award the bid to the low bidder without regard to the location of the vendor.

**FAIR LABOR PRACTICES CERTIFICATION**  
**Dane County Ordinance 25.11(28)**

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

2. That PROPOSER, BIDDER OR APPLICANT has: (Check One)

\_\_\_\_\_ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

\_\_\_\_\_ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

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

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

**NOTE: You can find information regarding the violations described above at:**  
[www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

**For Reference Dane County Ord. 28.11 (28) is as follows:**

**(28) BIDDER RESPONSIBILITY. (a)** Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

## **SPECIFICATIONS OVERVIEW**

**Dane County Emergency Management seeks the purchase, installation, and acceptance testing of three (3) new outdoor warning sirens. Site locations are described in this document.**

This is the final year of a multi-year project to update Dane County's outdoor warning siren system.

The Vendor shall provide for all deliveries, permits, and complete installation of the equipment, including new poles, siren heads, batteries, controllers, and control cabinets.

The scope of work includes the furnishing all labor, materials, equipment, tools, and services; and includes all costs of permits and any other costs whatsoever which may be required for the installation of the outdoor siren system. The Vendor shall furnish any apparatus, appliance, material, or labor that may be necessary to complete the work, in accordance with the intent of this contract. This includes, but is not limited to coordination with local utilities to ensure proper delivery of electrical power, acquiring road closure permits if needed, site restoration and costs of equipment such as a bucket truck, crane, or auger. The Vendor shall use properly functioning equipment capable of performing the tasks required. The Vendor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed.

AC power for the sirens and control components shall be obtained from the local power utility and may require the installation of a device for metering power consumption. The Vendor will be responsible for coordinating all work with the affected utilities to provide electrical power to the new siren installation. The Vendor shall pay any special costs associated with providing power that are not covered by the utility. All associated permits required for providing electrical power shall be obtained by the Vendor. Utility costs for providing electrical service should not be included in the Installation and Site Work pricing. The County shall reimburse the Vendor for the cost of charges from the utility based on actual invoices.

All materials and components shall be new and of the manufacturer's latest design in current production. The equipment shall comply with the specifications set forth herein and shall comply with all performance specifications as advertised or otherwise represented by the Vendor. The equipment shall be manufactured, assembled, installed, and tested in accordance with the current industry standards, which shall be considered minimum requirements:

- The American National Standards Institute (ANSI).
- The Institute of Electrical and Electronic Engineers (IEEE).
- The National Electrical code (NEC).
- State of Wisconsin electrical code
- Where test standards exist, all materials and equipment furnished shall bear the label of the Underwriters Laboratory (UL).
- Outdoor Warning Systems, Technical Bulletin (Version 2.0), January 12, 2006, Federal Emergency Management Agency.

### **1. Siren Units**

New siren site installations shall have a complete, new siren at each site. The units shall contain all of the equipment necessary to engage and monitor the operational status and readiness of the siren.

The siren units shall be designed to meet the following requirements:

- a. Electro-mechanical operation. Bids specifying electronic loudspeaker type sirens will be rejected.
- b. Capable of producing a 360 degree coverage pattern. Rotating or omni-directional sirens are acceptable.
- c. Pole mounted.
- d. DC battery operation with AC charging system.
- e. Capable of continuous sounding for a minimum of 15 minutes on a fully charged set of batteries.

- f. One (1) siren to be capable of producing a minimum estimated effective warning range of 6,000 feet. It is expected that this siren would be capable of producing a sound output in the 355 Hz to 450 Hz range, with a minimum sound pressure level of 126 dBC measured at 100 feet from the source.
  - i. The 6,000 foot range specified is the minimum needed to meet the County's coverage requirements for these locations. Bids proposing sirens not capable of meeting this minimum range requirement will be rejected.
  - ii. Effective range estimates must be determined by using the standard methodology described in Item j below.
  - iii. Bids utilizing methods of range estimation other than described in Item J will be rejected.
  - iv. A proposed siren with a sound output greater than the minimum is acceptable.
- g. Two (2) sirens to be capable of producing a minimum estimated effective warning range of 3,600 feet. It is expected that these sirens would be capable of producing a sound output in the 355 Hz to 450 Hz range, with a minimum sound pressure level of 119 dBC measured at 100 feet from the source.
  - i. The 3,600 foot range specified is the minimum needed to meet the County's coverage requirements for these locations. Bids proposing sirens not capable of meeting this minimum range requirement will be rejected.
  - ii. Effective range estimates must be determined by using the standard methodology described in Item j below.
  - iii. Bids utilizing methods of range estimation other than described in Item J will be rejected.
  - iv. A proposed siren with a sound output greater than the minimum is acceptable.
  - v. Sirens producing more than 126 dBC, measured at 100 feet from the source are not acceptable for these locations.
- h. Effective range will be based on the FEMA publication, "Outdoor Warning Systems Technical Bulletin (Version 2.0)," Appendix F, Figure F-1, Suburban and Rural Areas Curve. If the proposed siren produces an output frequency outside of the 355-450 Hz range, the sound ratings and effective range must be adjusted based on the frequency corrections described in Appendix F, Table F-1 of the technical bulletin. (Figure and table attached.) This methodology is described in detail in the FEMA publication. Bids utilizing alternative methods of range estimation will be rejected. Bidders are expected to indicate results from these tables in the Price Proposal tables.
- i. Batteries shall be specified as high quality batteries with a minimum of a ten-year design life and three-year replacement warranty, such as Duracell Ultra (Duracell part no. DURHR12-325C/FR-A).
- j. Capable of operating in a harsh environment, with an operating temperature range of -30 to +60 degrees Celsius.
- k. Furnished in natural finish aluminum or stainless steel, or other material that provides a high resistance to UV degradation, rust and corrosion.
- l. All siren components to be protected to prevent entry of insects, birds, squirrels, and other pests.
- m. The County does not have a storage location for the new sirens. Pricing should include shipping costs, if any, for on-site delivery of all new sirens and related equipment.

## 2. Control Cabinets

Any necessary control and battery cabinets shall meet the following specifications:

- a. Appropriate NEMA rating.
- b. Furnished in natural finish aluminum, fiberglass, stainless steel, or coated with a material that provides a high resistance to UV degradation, rust, and corrosion.
- c. Pole mounted. The mounting system shall have sufficient strength to support the entire weight of the cabinet and all contents for the full life expectancy of the siren installation.
- d. Locking. The County will provide standard locks.
- e. Maintenance free with the exception of periodic lubrication of hinges and locking mechanisms.
- f. If equipped with ventilation louvers, all louvers shall be screened to the inside to prevent the entry of insects, birds, squirrels, and other pests.
- g. Water tight. Capable of withstanding severe summer and winter weather without damage to the cabinet or contents.



### **3. Utility Poles**

Three (3) sixty-five foot (65') poles are required. New poles shall be class 2, treated wood utility poles. Poles shall be free of defects such as cracks, rotting, warping, or any other defect that would limit the load bearing capabilities or aesthetics of the completed siren installation. Poles shall be installed to depth of a minimum of seven feet and a maximum of ten feet. The County does not have a storage location for the new poles. Pricing should include shipping costs for on-site delivery of all new poles.

When installing a new pole, all necessary steps shall be taken to ensure that all utility poles are plumb prior to final backfilling around the drilling site. When complete, the installed pole must not be more than 3 degrees from vertical.

### **4. Siren Control System**

Dane County utilizes a siren monitoring and control system provided by Acoustic Technology, Inc. (ATI Systems). This system is proprietary to ATI and control system schematics will not be provided by Dane County. Bidders are expected to be familiar with ATI Systems equipment. The scope of work includes the installation, testing, programming, and configuration of ATI equipment to newly installed and upgrade sirens. Status monitoring includes Motor/Blower function for Alert and Growl Test commands, Rotation function (where appropriate) for Alert and Growl Test commands, DC battery power status, and AC power status.

The County will provide ATI site control equipment and status monitoring sensors as needed.

All control cabinets must be installed such that they are fully accessible for servicing, mounted no less than six feet and no more than eight feet from the ground to the base of the box.

The County will be responsible for any modifications needed on the central control system.

### **5. Installation of New Sirens**

The Vendor shall provide all the necessary personnel, tools, equipment, and transportation for the successful installation of all equipment provided.

All equipment shall be installed according to the manufacturer's specifications and recommendations.

The Vendor shall provide for all deliveries, permits, and complete installation of the equipment, including new utility poles, siren heads, controllers, ATI components, and control boxes.

All wiring shall be in accordance with the applicable electrical codes. All electrical wiring shall be enclosed in steel conduit and junction boxes. All equipment shall be designed and constructed for the service intended. All equipment shall be properly grounded and protected from lightning and power surges according to manufacturer's recommendations. Care shall be taken to install all components in a manner that will reasonably protect them from the environment and will not impede maintenance access. The Vendor is responsible for all permits and inspections.

The Vendor shall make every effort to ensure that the installations are affected with minimal impact to the surrounding turf. The Vendor shall be responsible for site restoration if damage is done to the grounds, public sidewalk, curb and gutter, pavement and turf during installation. All access soil and debris will be removed from the site.

All AC service lines shall be dedicated unless specifically approved by the County. Overhead service lines shall only be allowed in areas where overhead power lines already exist. Buried service lines shall be enclosed in galvanized metal conduit, of the appropriate diameter, at the pole from a point one foot below finished grade to the first connection to protect against vandalism.

Dane County will be responsible for ensuring site access and securing easements if needed.

## **6. Project Scheduling**

Site work will be scheduled with the following considerations in mind:

- a. All new and replacement sirens must be fully operational and ready for acceptance testing by November 1, 2017. This includes fully functional, inspected, and energized electrical service to each site.
- b. Additional "frost charges" for installing poles or trenching electrical service in frozen ground will not be allowed without specific, prior approval from the County.
- c. The site work schedule must be coordinated with Dane County Emergency Management.

## **7. Acceptance Testing**

Field-testing is required to ensure that the equipment is operating properly.

Once a new siren and ATI control components have been successfully installed and calibrated, the Vendor shall perform a field test to ensure that the unit is operating properly. This must be a comprehensive test of the installation including a test of all siren control functions of the ATI controller, the siren motor control components, and the siren head itself. This testing must be coordinated with Dane County Emergency Management.

When siren installation is complete the Vendor shall inform Dane County Emergency Management that the system is operating. Upon receipt of this notification and agreement by Dane County Emergency Management that the siren has been successfully installed, a 60-day Acceptance Period will begin. During this time, Dane County Emergency Management will perform a series of tests to determine that the system is operating according to specifications. The major conditions for acceptance are as follows:

- a. All new sirens must operate properly for two sequential monthly tests. Dane County Emergency Management tests the sirens once a month. Dane County Emergency Management must get 100% performance of the new siren two months in a row. Dane County Emergency Management also expects 100% performance in the event of an actual emergency activation during this time period.
- b. Failure to meet the performance testing requirements will result in re-establishing a new 60-day Acceptance Period, beginning at the time of failure.
- c. If testing results prove inadequate, the Vendor will take immediate action to repair or replace the faulty equipment. This shall be done at no expense to Dane County Emergency Management. The system warranty period shall begin at the end of the Acceptance Period.

## **8. Site Locations/Scope of Work**

The following siren sites are scheduled for replacement in 2017 (address and location descriptions are approximate). Bidders are expected to be familiar with these sites and to be aware of any site specific issues related to the site work to be performed (e.g. access issues, proximity to trees or other structures, electrical service provision, road closures/traffic, etc.).

- a. City of Madison, Darbo Drive at North Marquette Street (Darbo Drive right-of-way) - Install a new 3,600 ft. range siren on new, 65 foot pole. Install new ATI control components and status monitoring sensors provided by Dane County. A map indicating the approximate location of the new installation is attached. The final location is anticipated to be a joint effort between the County, the Vendor, and the City of Madison.
- b. City of Madison, West Washington Avenue at Vilas Avenue (W. Washington right-of-way) - Install a new 3,600 ft. (minimum) range siren on a new 65. ft. pole. Install new ATI control components and status monitoring sensors provided by Dane County. A map indicating the approximate location of the new installation is attached. The final location is anticipated to be a joint effort between the County, the Vendor, and the City of Madison.

- c. City of Stoughton, Race Track Park (near County Highway A parking area) – Install a new 6,000 ft. (minimum) range siren on a new 65 ft. pole. Install new ATI control components and status monitoring sensors provided by Dane County. A map indicating the approximate location of the new installation is attached. The final location is anticipated to be a joint effort between the County, the Vendor, and the City of Stoughton.

These locations are subject to change based on the needs of the County. Dane County Emergency Management will notify the vendor if modifications are necessary and will negotiate change orders if needed. It is not expected, however, that a change of location will significantly affect the cost of the work to be performed.

Bidder's are advised to inspect site(s) prior to submitting bids to determine all requirements associated with the project. Failure to do so will in no way relieve the successful bidder from the necessity of providing, without additional cost to the County, all necessary services that may be required to carry out the intent of the resulting contract.

## **6. General Expectations**

All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.

The provider shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The provider shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed.

All work must be closely coordinated with Dane County Emergency Management. Any work found to be in any way defective or unsatisfactory shall be corrected by the Provider at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

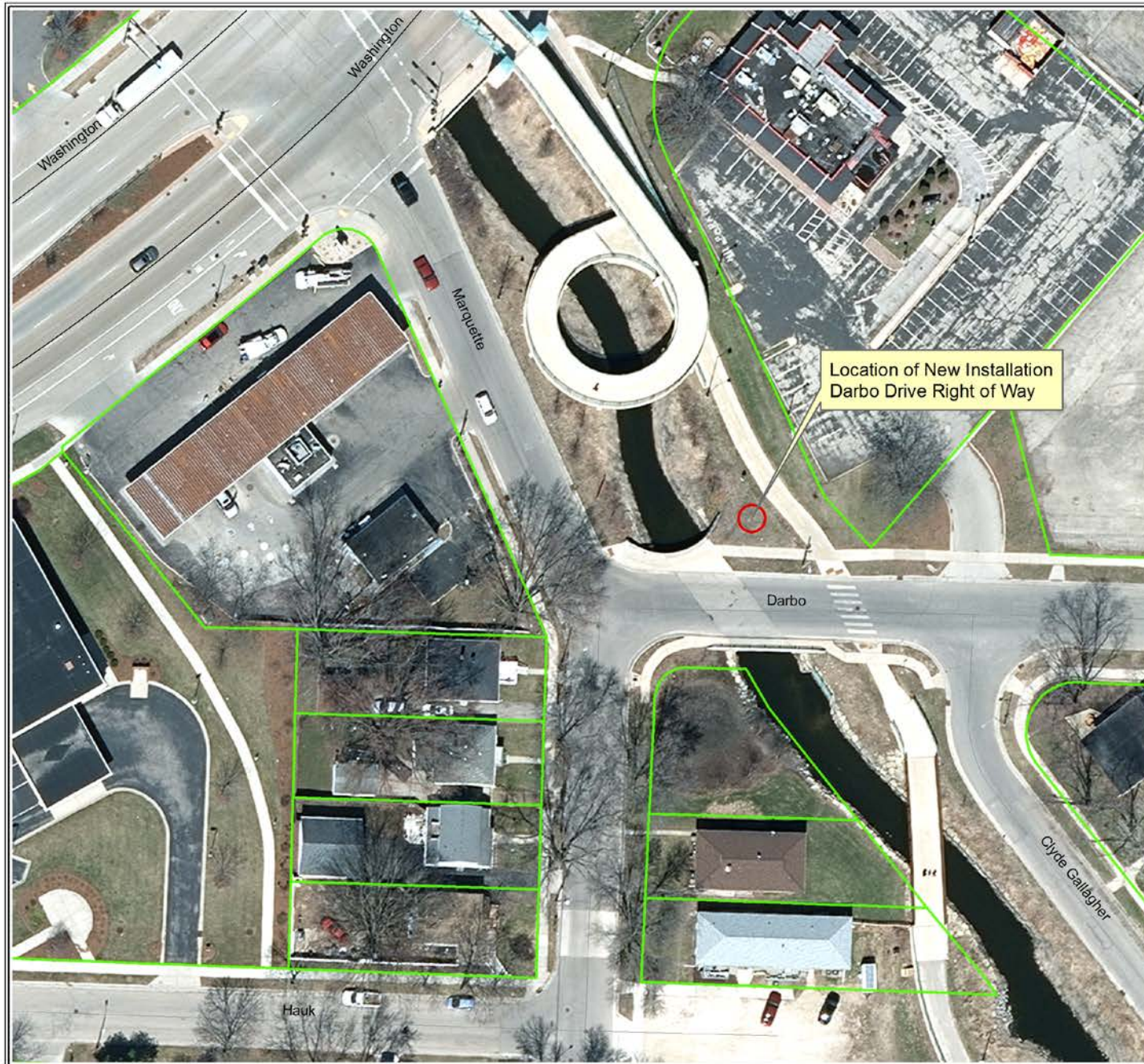
**All tools and equipment shall be provided by the vendor.**

## **SITE MAPS FOR NEW INSTALLATIONS**

Site maps are included for the following proposed locations:

- Site Map A – City of Madison, Darbo Drive at N. Marquette Street
- Site Map B – City of Madison, W. Washington Avenue at Vilas Avenue
- Site Map C – City of Stoughton, Racetrack Park

# SITE MAP A – CITY OF MADISON – DARBO DRIVE



City of Madison  
Darbo Drive

## 2017 Siren Installation RFB

### Proposed New Location

#### Legend

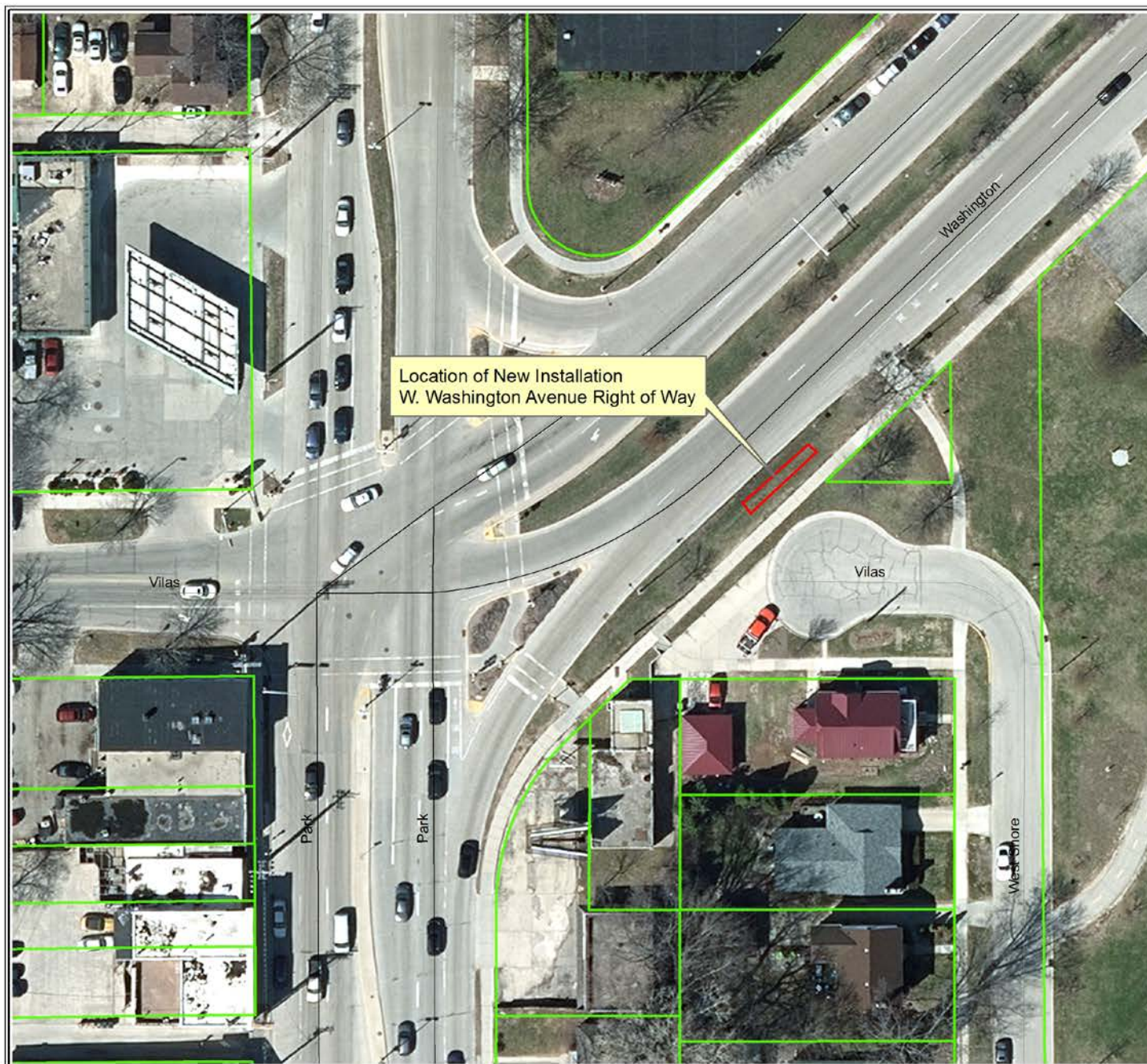
- Tax Parcels/ROW
- Interstate Highway
- US Highway
- State Highway
- County Highway
- Local Road
- Named Private Road
- Ramp



Prepared by  
Dane County Emergency Management  
August 2017



# SITE MAP B – CITY OF MADISON – W. WASHINGTON AVENUE



City of Madison  
West Washington  
Avenue

**2017  
Siren Installation  
RFB**

**Proposed  
New Location**

## Legend

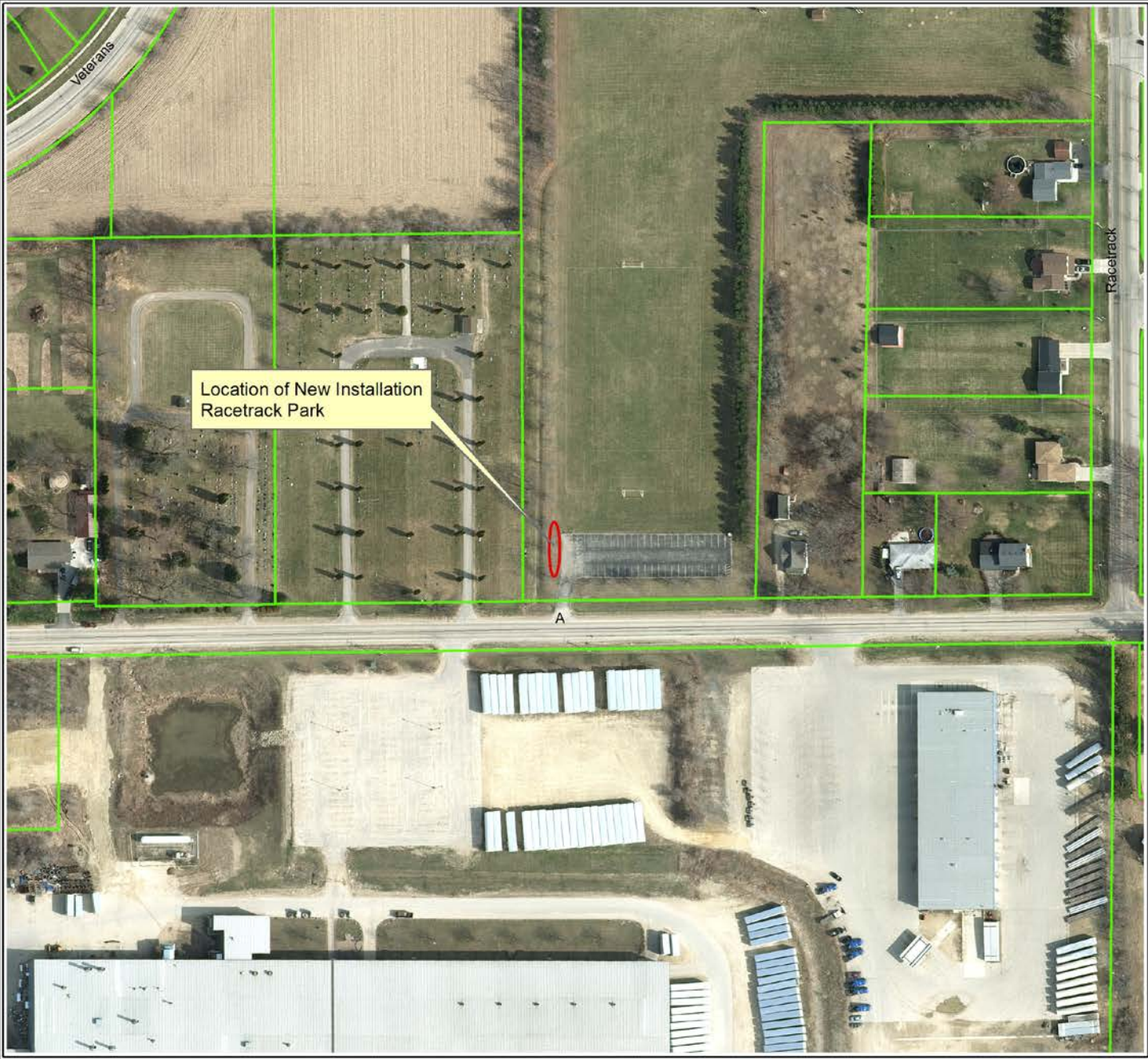
- Tax Parcels/ROW
- Interstate Highway
- US Highway
- State Highway
- County Highway
- Local Road
- Named Private Road
- Ramp



Prepared by  
Dane County Emergency Management  
August 2017



**SITE MAP C – CITY OF STOUGHTON – RACETRACK PARK**



*City of Stoughton  
Racetrack Park*

**2017  
Siren Installation  
RFB**

**Proposed  
New Location**

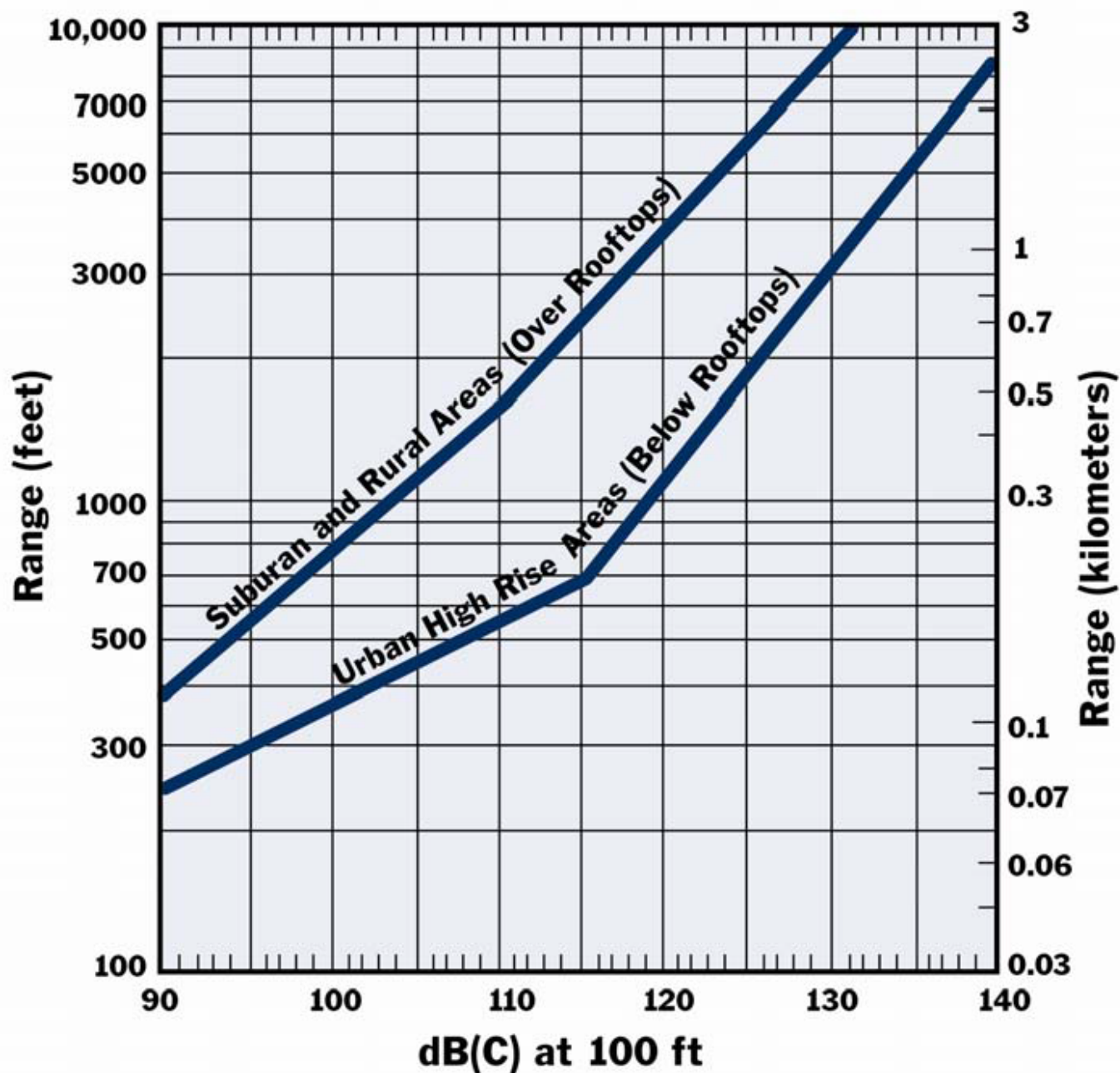
**Legend**

- Tax Parcels/ROW
- Interstate Highway
- US Highway
- State Highway
- County Highway
- Local Road
- Named Private Road
- Ramp



Prepared by  
Dane County Emergency Management  
August 2017

## FEMA Siren Range Estimation Figures



**Figure F-1: Rated Output of Warning Device in dB at 100 feet**

Federal Emergency Management Agency  
"Outdoor Warning Systems" Technical Bulletin (Version 2.0), January 2006

(Specified estimated ranges and output ratings indicated in red)



Frequency Range	Correction (dB)
180 Hz – 224 Hz	5
224 Hz – 280 Hz	4
280 Hz – 355 Hz	2
355 Hz – 450 Hz	0
450 Hz – 560 Hz	-2
560 Hz – 710 Hz	-4
710 Hz – 900 Hz	-6
900 Hz – 1120 Hz	-7

**Table F-1:** Correction for Single Tone Sirens  
Federal Emergency Management Agency  
“Outdoor Warning Systems” Technical Bulletin (Version 2.0), January 2006

**Methodology example:**

Siren X produces a rated output of 113 dBC, measured 100 feet from the siren. The output frequency of the siren is a single tone at 500 Hz.

- According to Table F-1, the frequency correction is minus 2 dB for sirens in the 450 Hz to 560 Hz range.
- Taking the frequency correction into account, the appropriate output rating to apply to the X-axis (dB© at 100 ft) of Figure F-1 is 113 dBC – 2 DB, or 111 dBC.
- Utilizing the Suburban and Rural Areas (Over Rooftops) curve, this corresponds to an estimated range of 1,600 feet.
- The Y-axis (Range in Feet) is a logarithmic scale.

Manufacturer Rated Sound Output (dBC at 100 feet)	Output Frequency (Hz)	Frequency Correction* (dB from Table F-1)	Effective Range** (in feet from Figure F-1)
113 dBC	500 Hz	-2 dB	1,600 feet

**PRICE PROPOSAL – OUTDOOR WARNING SIRENS**

**NAME OF  
COMPANY:**

For the price(s) listed below, our company hereby offers to provide the following item(s) in accordance with the specifications of this bid.

**SIRENS AND UTILITY POLES**

All pricing must include all necessary and ancillary equipment including but not limited to batteries, cabinets, controllers, contactors, shipping, etc.

<b>1</b>	<b>6,000 ft. range (minimum) Electro-Mechanical Outdoor Warning Siren</b>			
	<b>Make/Model:</b>			
	<b>Manufacturer Rated Sound Output (dBC at 100 feet)</b>	<b>Output Frequency (Hz)</b>	<b>Frequency Correction* (dB from Table F-1)</b>	<b>Effective Range** (in ft. from Table F-1)</b>
	dBC	Hz	dB	feet
	<b>Unit Price</b>	<b>Quantity Needed</b>	<b>Total Price (Unit Price x Qty)</b>	
	\$	<b>1</b>	\$	

<b>2</b>	<b>3,600 ft. range (minimum) Electro-Mechanical Outdoor Warning Siren</b>			
	<b>Make/Model:</b>			
	<b>Manufacturer Rated Sound Output (dBC at 100 feet)</b>	<b>Output Frequency (Hz)</b>	<b>Frequency Correction* (dB from Table F-1)</b>	<b>Effective Range** (in ft. from Table F-1)</b>
	dBC	Hz	dB	feet
	<b>Unit Price</b>	<b>Quantity Needed</b>	<b>Total Price (Unit Price x Qty)</b>	
	\$	<b>2</b>	\$	

<b>3</b>	<b>Wood Utility Poles - 65-foot Class 2, Treated Wood Utility Pole</b>		
	<b>Unit Price</b>	<b>Quantity Needed</b>	<b>Total Price (Unit Price x Qty)</b>
	\$	<b>3</b>	\$

\* FEMA, "Outdoor Warning Systems Technical Bulletin (Version 2.0)," Appendix F, Table F-1

\*\* FEMA, "Outdoor Warning Systems Technical Bulletin (Version 2.0)," Appendix F, Figure F-1, Suburban and Rural Areas Curve

<b>PRICE PROPOSAL – INSTALLATION AND SITE WORK</b>	
<b>NAME OF COMPANY:</b>	

For the price(s) listed below, our company hereby offers to provide the following item(s) in accordance with the specifications of this bid.

<b>INSTALLATION AND SITE WORK</b>		
Provide pricing for the site work only. Do not include pricing for the sirens/poles in this section.		
<b>4</b>	<b>City of Madison, Darbo Drive at North Marquette Street (Darbo Dr. right of way)</b>	
	<ul style="list-style-type: none"> <li>Install a new 3,600 ft. (minimum) range siren on a new 65 ft. pole.</li> <li>Install new ATI control components and status monitoring sensors provided by Dane County.</li> </ul>	
	<b>Total Price</b>	\$

<b>5</b>	<b>City of Madison, West Washington Ave. at Vilas Ave. (West Washington Ave. right of way)</b>	
	<ul style="list-style-type: none"> <li>Install a new 3,600 ft. (minimum) range siren on a new 65 ft. pole.</li> <li>Install new ATI control components and status monitoring sensors provided by Dane County.</li> </ul>	
	<b>Total Price</b>	\$

<b>6</b>	<b>City of Stoughton, Race Track Park (Near County Highway A Parking Area)</b>	
	<ul style="list-style-type: none"> <li>Install a new 6,000 ft. (minimum) range siren on a new 65 ft. pole.</li> <li>Install new ATI control components and status monitoring sensors provided by Dane County.</li> </ul>	
	<b>Total Price</b>	\$

<b>TOTAL PROJECT COST</b>		
The total project cost shall encompass all costs to complete the project. Combine the Total Price amount for each section (1, 2, 3, 4, 5 & 6)		
<b>7</b>	<b>GRAND TOTAL</b>	\$