



REQUEST FOR PROPOSALS (RFP)

REV. 11/2017

Department of Administration
Purchasing Division
County of Dane, Wisconsin

COUNTY DEPT	Emergency Management	
RFP NUMBER	117092	
RFP TITLE	Siren Repair and Preventative Maintenance	
PURPOSE	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for siren repair and preventative maintenance.	
DEADLINE FOR RFP SUBMISSIONS	<p>2:00 P.M. Central Time December 8, 2017</p> <p>Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.</p>	
SUBMIT RFP TO THIS ADDRESS	<p>DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345</p>	
SPECIAL INSTRUCTIONS	<ul style="list-style-type: none"> <input type="checkbox"/> Label the lower left corner of your sealed submittal package with the RFP number. <input type="checkbox"/> Place the Signature Affidavit as the first page of your proposal. <p>-----</p> <ul style="list-style-type: none"> <input type="checkbox"/> Submit (1) original and (3) copies of your Proposal. <input type="checkbox"/> Submit (1) original and (1) copy of your Cost Proposal. <input type="checkbox"/> Submit (1) complete electronic copy of your Proposal and Cost Proposal in Microsoft Word or PDF format on a flash drive. <p>*Sealed proposals must be date/time stamped by a Dane County Administration staff member upon receipt.</p>	
PLEASE DIRECT ALL INQUIRES TO (EMAIL IS PREFERRED)	NAME	Pete Patten
	TITLE	Purchasing Agent
	PHONE #	608-267-3523
	FAX #	608-266-4425
	EMAIL	patten.peter@countyofdane.com
	WEB SITE	www.danepurchasing.com
DATE BID ISSUED: November 9, 2017		

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for repair and preventative maintenance of Dane County's outdoor warning sirens.

The County intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.

The contract that is awarded through this RFP process will be administered for Dane County Emergency Management by David Janda, Assistant Director of Emergency Management.

1.2 Scope of the Project / Project Overview

A. Project Description

Dane County maintains 91 outdoor warning sirens located throughout the County. The County also maintains a county wide control system for status monitoring, activation, and testing of all 91 county-owned sirens and 46 additional municipal-owned sirens within the County. The contract will be for preventive maintenance and repair services of all 91 of the County maintained sirens. The contract will also include maintenance and repair of the control components of all 137 sirens (County and municipal-owned) in the County system.

The contract will include all labor, equipment, tools, and materials for electrical and mechanical maintenance and repair of the sirens listed in Attachment F – Siren Location List.

B. Objectives

Dane County residents demand a high degree of reliability from the County's outdoor warning siren system. Consequently, the County expects a high degree of competency and reliability from its siren service and repair provider. The selected vendor will be expected to provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times.

Through normal daily and monthly testing, Emergency Management staff regularly become aware of siren problems that must be addressed in order to assure the operational readiness of the unit. The Department expects next-day service from the contractor to, at a minimum, investigate the cause of the problem and assess the repairs needed.

Emergency repair work may also be necessary. Emergency repairs may include restoring a failed siren to operational status or manually shutting-down

a self-activated siren. It is essential that the contractor be able to respond to any siren site in Dane County within a maximum of two (2) hours or less in emergency situations.

All maintenance and repair work, emergency or routine, will be performed at the direction of Dane County Emergency Management or Dane County Public Safety Communications (911).

C. Services Needed

The Vendor will be responsible for all electrical and mechanical troubleshooting, repair, and testing necessary to maintain all of the outdoor warning siren types and models included in Dane County's system.

Repair work shall involve service calls to siren locations at the direction of the Department of Emergency Management. The Vendor will also be responsible for troubleshooting and repair of the mobile radios and siren monitoring units that make up the on-site components of County's siren control system. Maintenance of the central control system is beyond the scope of this contract.

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. All tools, equipment, and replacement parts shall be provided by the Vendor. Replacement parts shall meet all applicable manufacturer and regulatory standards.

D. Current Operations

Attachment F – Siren Location List provides a listing of the location, type, model, and age of each siren unit in the Dane County 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. Qualified vendors are expected to have experience and be familiar with the operation and maintenance of ATI Systems equipment.

1.3 Definitions

The following definitions are used throughout the RFP.

County: Dane County

Committee: the Personnel & Finance Committee

Contract: the purchase of services contract awarded for professional services pursuant to the terms of this RFP.

Contractor: proposer awarded the contract, also defined as the Independent Consultant.

County Agency: Department /Division utilizing the service or product

Interested Stakeholders: employees covered by the Employee Benefit Handbook, employee groups and their representatives

Proposer/vendor/firm: a company submitting a proposal in response to this RFP.

1.4 Clarification of the Specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (Section 1.6)

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page /Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County web site at www.danepurchasing.com . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
November 9, 2017	RFP Issued
November 28, 2017	Last day to submit written inquiries (2:00 p.m. CST)
December 1, 2017	Addendums or supplements to the RFP posted on the Purchasing Division website www.danepurchasing.com
December 8, 2017	Proposals due (2:00 p.m. CST)

1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for a one year term, with an option by mutual agreement of the County and Contractor to renew for up to four additional 1-year terms.

1.8 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY)

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3 Incurring Costs

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a paid registered vendor with Dane County. Prior to the RFP opening, you can complete a registration form online by visiting our web site at 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.

2.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- ❑ Proposer's name and address
- ❑ Request for proposal title
- ❑ Request for proposal number
- ❑ Proposal due date

2.6 Required Copies

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format saved on a Flash Drive.**

2.7 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Response to General Requirements (Section 4)
 - Introduction (Section 4.1)
 - Organization Experience, Capabilities, Qualifications (Section 4.2)
 - Staff Experience, Capabilities, Qualifications (Section 4.3)
 - References (Section 4.4)
 - Mandatory Requirements (Section 4.5)
- Response to Technical Requirements (Section 5)
 - Servicing Federal Signal Equipment (Section 5.2)
 - Servicing American Signal Equipment (Section 5.3)
 - Servicing ATI Systems Equipment (Section 5.4)
- Cost Proposal (Section 6 & Attachment E) (separate envelope)
- Required Forms (Section 8 Attachments)
 - Attachment A Signature Affidavit
 - Attachment B Vendor Registration Certification
 - Attachment C Designation of Confidential and Proprietary Information
 - Attachment D Fair Labor Practices Certification
 - Attachment E Cost Proposal (separate envelope)
 - Attachment F Siren Location List

2.8 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.9 Oral Presentations and Site Visits

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2, Section 4, and Section 5 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Description	Percent
Organization Capabilities and Experience (Section 4.2)	20%
Staff Qualifications, and Experience (Section 4.3)	20%
References (Section 4.4)	10%
Servicing Federal Signal Equipment (Section 5.2)	10%
Servicing American Signal Equipment (Section 5.3)	10%
Servicing ATI Systems Equipment (Section 5.4)	20%
Cost (Section 6)	10%
Total	100%

3.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

3.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Proposers shall provide information with their proposal that will certify that they are experienced with and meet the requirements and specifications to be eligible for a contract award. This includes demonstrated training and experience with preventive maintenance, troubleshooting, and repair of American Signal DC-powered mechanical sirens, Federal Signal DC-powered mechanical sirens, and ATI Systems siren monitoring and control systems.

4.2 Organization – Experience, Capabilities, and Qualifications

Describe the firm's experience and capabilities in providing siren maintenance and repair services similar to those required. Be specific and identify a minimum of 5 projects including dates and results.

4.3 Staff – Experience, Capabilities, and Qualifications

Provide resumes describing the educational and work experiences for key staff who would be assigned to Dane County projects.

4.4 References

Proposers must include in their response a list of organizations, including points of contact (name, address, and telephone number), that can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

4.5 Mandatory Requirements

- A. To assure the operational readiness of the siren system, the County requires next-day service from the contractor to, at a minimum, investigate the cause of the problem and assess the repairs needed. Proposals must describe the Vendor's routine service capability to locations within Dane County. Provide confirmation that next-day service will be provided as described.
- B. It is essential that the contractor be able to respond to any siren site in Dane County within a maximum of two (2) hours or less in emergency situations. Emergency repair work may include restoring a failed siren to operational status or manually shutting-down a self-activated siren. Proposals must describe the Vendor's emergency service capability to locations within Dane County. Provide confirmation that service will be provided within two (2) hours or less in emergency situations as described.
- C. All specifications, rates, pricing and terms and conditions shall be extended to local municipalities for maintenance and repair of municipal-owned sirens within Dane County. With the exception of the County-specified radio control equipment, the County coordinates, but does not fund the maintenance and repair of municipal-owned sirens. The actual arrangements for maintenance and repair of municipal-owned sirens will have to be arranged between the Vendor and the local government/municipality.

5.0 TECHNICAL REQUIREMENTS

5.1 Overview of Technical Requirements

The equipment to be maintained and repaired includes all components of rotating and stationary sirens not limited to: electric motors, batteries, battery chargers, motor control contactors, integrated circuit boards, radios, antennas, remote terminal units, status sensors and relays, power supplies, metered and unmetered electrical services and service disconnects, cabinets, and utility poles. Due to the variety of siren types, the configuration may vary from site to site. Open source schematics and manuals will be provided by Dane County as available. The siren manufacturers' proprietary wiring diagrams or schematics will not be provided by Dane County and, if needed, must be obtained directly from the manufacturer.

5.2 Servicing Federal Signal Equipment

Service personnel must have demonstrated training and experience with installing, troubleshooting, maintaining, and repairing Federal Signal 2001, Equinox, Eclipse 8, and 508 model sirens. Proposals must describe this training and experience in detail.

5.3 Servicing American Signal Equipment

Service personnel must have demonstrated training and experience with installing, troubleshooting, maintaining, and repairing American Signal Tempest 112, Tempest 121, Tempest 128, and Tempest 135 model sirens. Proposals must describe this training and experience in detail.

5.4 Servicing ATI Systems Equipment

Service personnel must have training and experience with installation, programming, troubleshooting, maintenance, and repair of ATI Systems, Mass Alert siren monitoring and control equipment. Proposals must describe this training and experience in detail.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

6.2 Format for Submitting Cost Proposals

See Attachment E.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed for the length of the project.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. 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 Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score and vendors located within the counties adjacent to

Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

7.2 Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.13, D. C. Ords., the contract compliance officer 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 contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

7.3 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.12. See Section 27.0 Standard Terms and Conditions. The minimum living wage rate for 2017 is \$12.50. For future years it will be: \$13.00 for 2018, \$13.50 for 2019, \$14.00 for 2020, \$14.50 for 2021 and \$15.00 for 2022. After 2022, the living wage will increase annually according to the increase in the Consumer Price Index. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at http://www.danepurchasing.com/living_wage.aspx.

7.4 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);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

8.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	Designation of Confidential and Proprietary Information
Attachment D	Fair Labor Practices Certification
Attachment E	Cost Proposal
Attachment F	Siren Location List

RFP COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	
PHONE #:	
EMAIL ADDRESS:	
FAX #:	

In signing this proposal, 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 proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

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

Signature

Title

Name (type or print)

Date

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

Addendum #_____ Addendum #_____ Addendum #_____ Addendum #_____

LOCAL VENDOR PURCHASING PREFERENCE	
Are you claiming a local purchasing preference under DCO 25.08(7)?	
<input type="checkbox"/> No (continue to next page) <input type="checkbox"/> Yes (complete remainder of this section)	
Indicate if your company has an established place of business located in any of the following Wisconsin Counties. An established place of business means a physical office, plant or other facility. A post office box address does not qualify your company as a Local Vendor. DCO 25.08(7)(b)	
We are claiming a preference as a Dane County Business	<input type="checkbox"/> Dane County
We are claiming a preference as a business located in a county adjacent to Dane County:	
<input type="checkbox"/> Columbia County <input type="checkbox"/> Dodge County <input type="checkbox"/> Green County <input type="checkbox"/> Iowa County <input type="checkbox"/> Jefferson County <input type="checkbox"/> Rock County <input type="checkbox"/> Sauk County	

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.

Complete a registration form online by visiting our web site at www.danepurchasing.com. You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

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.

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 #		Last Paid On	
----------	--	--------------	--

Business Representative Signature	
Business Name	
Date Signed	

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION		
The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.		
Section	Page Number	Topic

Check mark :_____This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

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

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print

Date

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.

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 and <http://werc.wi.gov>.

For Reference Dane County Ord. 25.09 (1) is as follows:

(25.09) BIDDER RESPONSIBILITY. (1) 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.

COST PROPOSAL	
Company Name	

Pricing shall include all costs necessary to complete service in accordance with the specifications and terms and conditions of this RFP.

All work should be on a time and materials basis. The costs associated with the following must be itemized:

- Hourly rate for labor. Any work occurring during normal business hours (8:00 a.m. to 5:00 p.m.), including the same-day repair service should be considered at the straight time rate.
- Hourly rate for emergency service. Emergency service should be considered as work required on weekends, holidays, and outside of normal business hours (8:00 a.m. to 5:00 p.m.).
- Hourly rate for any specialized tools and equipment if not included in the labor rate.
- Mileage rate.
- Mark-up rate for parts and materials. Express the cost multiplier as a percentage.
- Mark-up rate for specialized, sub-contracted equipment such as a bucket truck, if needed. Express the cost multiplier as a percentage.
- Any additional costs not associated with these items should be listed separately.

Siren Repair and Preventive Maintenance	
Hourly Rate	\$
Mileage Rate	\$
Materials Markup	\$
Equipment Markup	\$
Other	\$
Other	\$
Other	\$
Emergency Repair	
Hourly Rate	\$
Mileage Rate	\$
Materials Markup	\$
Equipment Markup	\$
Other	\$
Other	\$
Other	\$

SIREN LOCATION LIST

ATI RTU	COMMUNITY	LOCATION	OWNER	MAINTAINED BY	MAKE	MODEL	INSTALL DATE
1	Madison	S Dickinson Street/E Main Street	City of Madison	Dane County	America n Signal	Tempest T- 128	2011
2	Madison	Anniversary Ln near Hayes Rd	Dane County	Dane County	Federal Signal	508	2014
3	Verona	Northern Lights/Meister	City of Verona	City of Verona	America n Signal	Tempest T- 128	2012
4	Verona	Pinehurst at Scenic Ridge Park	City of Verona	City of Verona	America n Signal	Tempest T- 128	2012
5	Middleton	Pleasant View/Ice Arena	City of Middleton	City of Middleton	America n Signal	Tempest T- 128	2012
6	Middleton	County Q/Balzer Road	City of Middleton	City of Middleton	America n Signal	Tempest T- 128	2011
7	Madison	Lake Mendota Drive	City of Madison	Dane County	America n Signal	Tempest T- 128	2010
8	Madison	Voges Road	City of Madison	City of Madison	America n Signal	Tempest T- 128	2011
9	Madison	Meadowlark Drive/Kennedy School	Dane County	Dane County	America n Signal	Tempest T- 128	2011
10	Blooming Grove	Thurber Ave 3325/Town Hall	Dane County	Dane County	America n Signal	Tempest T- 121	2016
11	Madison	Troy Drive, 300	City of Madison	Dane County	Federal Signal	2001-DC	2009
12	Madison	South High Point Road/Watts Road	Dane County	Dane County	Federal Signal	2001-DC	2000
13	Stoughton	Van Buren/Kriedeman	Dane County	Dane County	America n Signal	Tempest T- 128	2011
14	Stoughton	Middle School/North St/downtown	Dane County	Dane County	Federal Signal	2001-DC	2008
15	Cambridge	Bilstad/South	Dane County	Dane County	America n Signal	Tempest T- 128	2016
16	Fitchburg	Lacy Rd/E of Osmundsen Rd	Dane County	Dane County	Federal Signal	2001-DC	2007
17	Fitchburg	5292 Lacy Road	City of Fitchburg	City of Fitchburg	Federal Signal	2001-DC	2005
18	Fitchburg	1913 S Fish Hatchery	City of Fitchburg	City of Fitchburg	Federal Signal	2001-DC	2005
19	Fitchburg	Meadow View/Hwy M/Byrne Rd	City of Fitchburg	Dane County	Federal Signal	2001-DC	2005
20	Fitchburg	2373 S Fish Hatchery Road	City of Fitchburg	City of Fitchburg	Federal Signal	2001-DC	2005
21	Oregon	S Main Street/Perry Pkwy	Village of Oregon	Village of Oregon	America n Signal	Tempest T- 128	2013
22	Fitchburg	5772 Auburn Drive	City of Fitchburg	City of Fitchburg	Federal Signal	2001-DC	2005
23	Oregon	Netherwood/Hillcrest	Dane County	Dane County	Federal Signal	508	2014
24	Paoli	Range Trail	Dane County	Dane County	Federal Signal	Eclipse 8	2014
25	Fitchburg	Fish Hatchery Rd/PD intersection	Dane County	Dane County	Federal Signal	508	2014

ATL RTU	COMMUNITY	LOCATION	OWNER	MAINTAINED BY	MAKE	MODEL	INSTALL DATE
26	Fitchburg	Hwy PD/Camp Badger School	Dane County	Dane County	Federal Signal	508	2014
27	Madison	S Sprecher Road/Wyalusing Drive	City of Madison	City of Madison	Federal Signal	2001-DC	2004
28	Cottage Grove	North Watertower	Dane County	Dane County	Federal Signal	2001-DC	2008
29	Madison	South Point Road	City of Madison	City of Madison	America n Signal	Tempest T- 128	2010
30	Middleton- Town	Old Sauk Road/Goth Road	Town of Middleton	Town of Middleton	Federal Signal	2001-DC	2006
31	Madison	Midtown Road/South High Point	City of Madison	City of Madison	Federal Signal	2001-DC	2006
32	DeForest	Innovation Drive/Autumn Blaze	Village of DeForest	Village of DeForest	America n Signal	Tempest T- 128	2013
33	Madison	Mid Town Road/Hawks Landing Circle	City of Madison	City of Madison	Federal Signal	2001-DC	2004
34	Middleton- Town	Mineral Point Road	Town of Middleton	Town of Middleton	Federal Signal	2001-DC	2006
35	Middleton- Town	Summit Ridge	Town of Middleton	Town of Middleton	Federal Signal	2001-DC	2006
36	Middleton	High Rd/near water tower	Dane County	Dane County	Federal Signal	2001-DC	2010
37	Middleton- Town	Airport Road	Town of Middleton	Town of Middleton	Federal Signal	2001-DC	2006
38	Middleton- Town	Mound View Road	Town of Middleton	Town of Middleton	Federal Signal	2001-DC	2006
39	Madison	Old Sauk Road/Prairie Smoke Road	City of Madison	City of Madison	Federal Signal	2001-DC	2004
40	Middleton	Century Ave/Baskerville Ave	Dane County	Dane County	America n Signal	Tempest T- 128	2016
41	Middleton	Hubbard 7426/City Hall	Dane County	Dane County	America n Signal	Tempest T- 128	2016
42	Madison	Tennyson Ln/Packers/Mobile Hm Pk	City of Madison	Dane County	America n Signal	Tempest T- 128	2010
43	Madison	Emil St	Dane County	Dane County	America n Signal	Tempest T- 128	2016
44	Madison	Frazier Avenue/W Broadway	City of Madison	Dane County	America n Signal	Tempest T- 128	2010
45	Madison	N Sherman Avenue	City of Madison	City of Madison	America n Signal	Tempest T- 128	2011
46	Madison	Mayfair Avenue/Prairie Avenue	City of Madison	Dane County	Federal Signal	2001-DC	2005
47	McFarland	Municipal Bldg on Terminal	Dane County	Dane County	Federal Signal	508	2014
48	McFarland	Municipal Building on Milwaukee St	Village of McFarland	Village of McFarland	Federal Signal	2001-DC	1998
49	Morrisonville	Post Office	Dane County	Dane County	America n Signal	Tempest T- 121	2010
50	Madison	Harrison Street/S of Monroe St	Dane County	Dane County	America n Signal	Tempest T- 121	2016
51	Madison	5601 EastPark Blvd	City of Madison	City of Madison	America n Signal	Tempest T- 135	2009
52	Madison	Storck Road (4498)	City of Madison	City of Madison	Federal Signal	2001-DC	2008
53	Mt. Horeb	Garfield Street	Village of Mt Horeb	Village of Mt Horeb	Federal Signal	2001-DC	2008

ATI RTU	COMMUNITY	LOCATION	OWNER	MAINTAINED BY	MAKE	MODEL	INSTALL DATE
54	Madison	Sycamore Avenue	City of Madison	City of Madison	Federal Signal	2001-DC	2008
55	Madison	Tokay Boulevard	City of Madison	Dane County	Federal Signal	2001-DC	2007
56	Waunakee	Mill Road	Village of Waunakee	Village of Waunakee	Federal Signal	2001-DC	2007
57	Mt. Horeb	Meadow View Road	Village of Mt Horeb	Village of Mt Horeb	Federal Signal	2001-DC	2007
58	Madison	Ice Age Trail	City of Madison	City of Madison	Federal Signal	2001-DC	2006
59	Cross Plains	Sewer Plant	Village of Cross Plains	Village of Cross Plains	Federal Signal	3T22	2003
60	Blue Mounds	Dolomite Springs	Village of Blue Mounds	Village of Blue Mounds	Federal Signal	2001-DC	2004
61	Madison	Post Rd/near Todd Dr	Dane County	Dane County	America n Signal	Tempest T- 121	2016
62	Oregon	Bergamont Boulevard	Dane County	Dane County	Federal Signal	508	2014
63	Mt. Horeb	Village/N 2nd St/downtown	Dane County	Dane County	Federal Signal	2001-DC	2007
64	Madison	Englehart Drive/Artesian Lane	Dane County	Dane County	Federal Signal	508	2014
65	Madison	North High Point Road	Dane County	Dane County	America n Signal	Tempest T- 128	2016
66	Madison	Northport Dr	Dane County	Dane County	America n Signal	Tempest T- 121	2016
67	Cross Plains	Village Swimming Pool	Dane County	Dane County	America n Signal	Tempest T- 121	2012
68	DeForest	Village Park \ Deforest St.	Village of DeForest	Village of DeForest	Federal Signal	2001-DC	1997
69	Belleville	Belleville Community Park	Dane County	Dane County	Federal Signal	508	2014
70	Brooklyn	Main Street	Dane County	Dane County	Federal Signal	Equinox	2014
71	Madison	S Midvale Blvd/Nakoma Road	Dane County	Dane County	America n Signal	Tempest T- 128	2011
72	Madison	Sayle Street (1204) at Van Deusen	City of Madison	Dane County	Federal Signal	2001-DC	2008
73	Maple Bluff	Summit/McBride	Dane County	Dane County	America n Signal	Tempest T- 121	2010
74	Dunn	Bayview Heights	Dane County	Dane County	Federal Signal	Equinox	2014
75	Madison	Packers Avenue	Dane County	Dane County	America n Signal	Tempest T- 128	2016
76	Black Earth	Black Earth Community Park	Dane County	Dane County	Federal Signal	508	2014
77	Marshall	Firemen's Park	Dane County	Dane County	Federal Signal	508	2014
78	Middleton- Town	Cherrywood Subdivision	Dane County	Dane County	Federal Signal	Eclipse 8	2014
79	Fitchburg	Chalet Gardens	Dane County	Dane County	America n Signal	Tempest T- 128	2016
80	Springfield	Don's Mobile Manor	Dane County	Dane County	Federal Signal	Eclipse 8	2014
81	Cross Plains	St. Francis Xavier School	Dane County	Dane County	Federal Signal	2001-DC	2001

ATL RTU	COMMUNITY	LOCATION	OWNER	MAINTAINED BY	MAKE	MODEL	INSTALL DATE
82	Mazomanie	Bridge St	Dane County	Dane County	Federal Signal	508	2014
83	Mazomanie	Reeve Rd/Emily St	Dane County	Dane County	America n Signal	Tempest T- 128	2004
84	Madison	Larkin Street	Dane County	Dane County	America n Signal	Tempest T- 128	2010
85	Blue Mounds	Village Park, Countryview Ln	Dane County	Dane County	America n Signal	Tempest T- 128	2013
86	Mt. Horeb	Jaycee Park, Linda Road	Dane County	Dane County	America n Signal	Tempest T- 128	2016
87	Verona	Cross County Road	Dane County	Dane County	Federal Signal	508	2014
88	Verona	Gatsby Glen Drive	Dane County	Dane County	America n Signal	Tempest T- 128	2014
89	DeForest	River Road	Village of DeForest	Village of DeForest	Federal Signal	2001-DC	1997
90	Springfield	Hwy 12/Hwy P	Dane County	Dane County	Federal Signal	Eclipse 8	2014
91	Madison	N Gammon Rd/S of Farmington	Dane County	Dane County	America n Signal	Tempest T- 128	2016
92	Madison	Edna Taylor Parkway/Femrite Drive	Dane County	Dane County	America n Signal	Tempest T- 121	2016
93	Madison	Chamberlin Hall Roof	Dane County	Dane County	Federal Signal	2001-DC	2002
94	Madison	Waukesha 4801/Van Hise School	City of Madison	Dane County	Federal Signal	2001-DC	2009
95	Waunakee	Century Avenue/8th Street	Dane County	Dane County	Federal Signal	508	2014
96	Deerfield	High St/park	Dane County	Dane County	Federal Signal	2001-DC	1993
97	Madison	Beld St 1926/by Pump Station	Dane County	Dane County	America n Signal	Tempest T- 121	2016
98	Madison	Buckeye Rd	City of Madison	City of Madison	Federal Signal	2001-DC	2005
99	Dane	Railroad Park	Dane County	Dane County	America n Signal	Tempest T- 128	2013
100	Madison	Putnam Rd/Maple View Dr	Dane County	Dane County	America n Signal	Tempest T- 128	2016
101	Shorewood Hills	Middle of Circle Close	Dane County	Dane County	Federal Signal	Tempest T- 112	2106
102	Monona	Bridge Rd/in park	Dane County	Dane County	America n Signal	Tempest T- 121	2013
103	Madison	N Rosa Road/Regent Street	Dane County	Dane County	Federal Signal	2001-DC	2012
104	Fitchburg	Syene/Hilltop	Dane County	Dane County	Federal Signal	Equinox	2014
105	Madison	Highland Manor	City of Madison	Dane County	America n Signal	Tempest T- 128	2014
106	Madison	Hammersley Rd/Frisch Rd	Dane County	Dane County	America n Signal	Tempest T- 112	2016
107	Madison	Whitney Way/Barton Rd	City of Madison	Dane County	Federal Signal	2001-DC	2008
108	Windsor	Hwy CV/Maple Lane	Dane County	Dane County	Federal Signal	2001-DC	2012
109	Madison	Norman Way/University Avenue	Dane County	Dane County	America n Signal	Tempest T- 128	2016
110	Madison	S Segoe Rd/Berwyn Dr	Dane County	Dane County	America n Signal	Tempest T- 112	2016

ATL RTU	COMMUNITY	LOCATION	OWNER	MAINTAINED BY	MAKE	MODEL	INSTALL DATE
111	Madison	Seybold Road	Dane County	Dane County	America n Signal	Tempest T- 121	2016
112	Madison	East Buckeye Road	Dane County	Dane County	America n Signal	Tempest T- 112	2016
113	Madison	M L King Blvd 210/CCB Roof	Dane County	Dane County	HOR Super	Sirex #50	1953
114	Monona	City Hall/Schluter Rd 5211	Dane County	Dane County	Federal Signal	2001-DC	2008
115	Madison	East Dean Avenue	Dane County	Dane County	America n Signal	Tempest T- 112	2016
116	Madison	Sloan Blvd/Pierstroff Street	Dane County	Dane County	America n Signal	Tempest T- 121	2012
117	Madison	Dennett Drive/Hargrove Street	Dane County	Dane County	Federal Signal	2001-DC	2006
118	Madison	Lake Edge Blvd/Maher Ave in park	Dane County	Dane County	America n Signal	Tempest T- 112	2016
119	Blooming Grove	Allis Ave/Hwy 51/Fire Station	Dane County	Dane County	Federal Signal	2001-DC	2005
120	Waunakee	Highway 113 at the Meadows	Dane County	Dane County	Federal Signal	2001-DC	2008
121	Fitchburg	Lacy Road, 6190	City of Fitchburg	City of Fitchburg	America n Signal	Tempest T- 128	2016
122	Madison	1202 Northport Drive	Dane County	Dane County	America n Signal	Tempest T- 128	2016
123	Madison	Pennsylvania Avenue	Dane County	Dane County	America n Signal	Tempest T- 128	2016
124	Fitchburg	Post Road	Dane County	Dane County	America n Signal	Tempest T- 121	2017
125	Stoughton	Racetrack Park	Dane County	Dane County	America n Signal	Tempest T- 128	2017
126	Sun Prairie	3163 Bull Run	City of Sun Prairie	City of Sun Prairie	Federal Signal	2001-DC	2012
127	Sun Prairie	2531 Jenny Wren Trail	City of Sun Prairie	City of Sun Prairie	Federal Signal	2001-DC	2012
128	Sun Prairie	1089 Amberson Drive	City of Sun Prairie	City of Sun Prairie	Federal Signal	2001-DC	2012
129	Sun Prairie	302 Broadway Drive	City of Sun Prairie	City of Sun Prairie	Federal Signal	2001-DC	2012
130	Sun Prairie	993 N Bird Street	City of Sun Prairie	City of Sun Prairie	Federal Signal	2001-DC	2012
131	Sun Prairie	921 Linnerud Drive	City of Sun Prairie	City of Sun Prairie	Federal Signal	2001-DC	2012
132	Sun Prairie	117 Cliff Street	City of Sun Prairie	City of Sun Prairie	Federal Signal	2001-DC	2012
133	Sun Prairie	1751 Columbus Street	City of Sun Prairie	City of Sun Prairie	Federal Signal	2001-DC	2012
134	Sun Prairie	1257 Mockingbird Lane	City of Sun Prairie	City of Sun Prairie	Federal Signal	2001-DC	2012
135	Madison	West Washington Avenue	Dane County	Dane County	America n Signal	Tempest T- 121	2017
136	Madison	Darbo Drive	Dane County	Dane County	America n Signal	Tempest T- 121	2017

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)
Dane County Purchasing Division
Rev. 11/2017

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 in writing, 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 Purchasing Division 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 bidder 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.

20.0 INDEMNIFICATION & INSURANCE.

20.1. Vendor 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 vendor 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 vendor 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, vendor shall, at vendor'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, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor 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.

Vendor 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 vendors 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.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor 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

Vendor 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.

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

20.2.5. Umbrella or Excess Liability.

Vendor 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. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor 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 vendor'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, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor 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 vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. 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 vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

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-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 25.12, 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. 25.12, 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, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor 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 Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR 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."