



REQUEST FOR BID

Department of Administration
Purchasing Division

BID NUMBER	#106100	
RFB TITLE	Elimination of Pest Infestation Services	
PURPOSE	The purpose of this RFB is to solicit bids from responsive and responsible bidders to perform elimination of pest infestation services at a variety of County locations. Complete description and technical specifications are included.	
DEADLINE FOR BID SUBMISSIONS	2:00 P.M. Central Time November 1, 2006 <i>Late bids, faxed bids, electronic mail bids and/or unsigned bids will be rejected</i>	
SUBMIT BID TO THIS ADDRESS	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345	
SPECIAL INSTRUCTIONS	<i>Submit and original and one (1) copy of your bid</i>	
PLEASE DIRECT ALL INQUIRES TO	NAME	Carolyn Clow
	TITLE	Purchasing Agent
	PHONE #	608/266-4966
	FAX #	608/266-4425
	EMAIL	clow@co.dane.wi.us
	WEB SITE	www.danepurchasing.com
THIS RFB IS COMPRISED OF:	RESPONSE CHECKLIST:	
Part 1- General Guidelines & Information	<input type="checkbox"/> Signed Affidavit – Completed Bid Forms	
Part 2 – Detailed Specifications	<input type="checkbox"/> Pricing Pages (7 pages)	
Part 3- Bid Forms	<input type="checkbox"/> Reference Form	
	<input type="checkbox"/> Certification of Site Visit Form (3 pages)	
DATE BID ISSUED: October 2, 2006		

Part 1- General Guidelines and Information

1. Introduction

Dane County invites and will accept bids for item(s) outlined on Part 2 Detail Specifications. The County as represented by Purchasing Division, intends to use the results of this process to purchase item(s).

2. Note to Bidders:

Bidders are reminded to carefully examine the bid and specifications upon receipt. Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to bid opening. Requests submitted after that time **WILL NOT** be considered. **(See cover page for contact person)**

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 Dane County Purchasing web site. The Purchasing Division has the sole authority to make modifications of this specifications and or bid.

3. 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 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.

4. 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.

5. 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.

6. 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. Delivery

Quote price FOB destination. Price must include shipping. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacture's expense.

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.

9. 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.

10. 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.

11. Warranty

The length, time, and conditions of warranty must be attached to or stated in the bid document. In such cases where the location of the successful bidder makes it impractical to perform subsequent warranty and check-up service, it shall be the successful bidder's responsibility to make arrangements with an authorized dealer acceptable to Dane County. Generally a dealer over 50 miles from the delivery site will need to make other warranty arrangement.

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.

Part 2: Detail Specifications

Dane County is soliciting bids for pest control services for various locations. The contract shall be for one year from date of award with four possible one-year renewals, if agreeable to both parties. The contract will begin January 1, 2007.

The County prefers to award the entire contract to one provider, but reserves the right to award locations separately if it feels it is in the County's best interest to do so. The County may cancel the contract, in whole or in part, at any time for lack of adequate performance on the part of the provider. Adequate performance will be determined by the facility contacts.

This contract will be subject to Dane County's Living Wage Ordinance (See para. 28 in the attached Terms and Conditions). Information about the County's Living Wage Ordinance is available on the Purchasing Division web site at www.danepurchasing.com. Click on Living Wage Information.

Prices quoted shall be firm for the first two (2) years of the contract. Annual percentage increases may be listed in the pricing section of the bid.

Provider shall be financially responsible for obtaining all required permits, licenses and bonds to comply with pertinent municipal, county, state and federal laws, and shall assume liability for all applicable taxes.

The County may add or delete locations or levels of service during the term of the contract as conditions require. **Any additions or deletions of service must be authorized by the Purchasing Division.** Changes in service levels which are not authorized by the Purchasing Division will not be recognized by the County.

Bidders shall provide three references from similar sized accounts on the form provided in this bid packet.

Service Requirements

Provider shall provide professional pest control services, to include labor, material, pesticides (including bait stations, glue boards, etc.), tools, equipment, insurance, etc. for various County buildings.

"Pests" are defined as, but not limited to the following: American, brown banded, Oriental, German and smoky brown cockroaches, ants, silverfish, Asian beetles, rats, mice, raccoon, opossum, bedbugs, flies, wasps, hornets, spiders, ticks "sewer flies", house flies, fruit flies, flour beetles, and other such vermin.

Proper application methods shall be used, including spraying for insects such as ants, silverfish, cockroaches, wasps, spiders and carpet beetles; dusting or brush application methods for cracks and crevices; and placing bait stations, employing runway application or mechanical traps for rodent control. Prudent use of bait shall be made to avoid exposure of squirrels and other wild animals.

All applicators shall be state certified for the type of pest control being applied. Applicators' name and company name must be on their uniform. Personnel performing the pest control service shall report to the facility contact person each time service is performed and shall provide a report showing areas serviced, infestation found and corrective action taken. Physical defects in the facilities conducive to infestations that are noticed by the applicator shall be reported to the contact person. Log books are utilized at some County locations. Providers are responsible for checking and recording in log books where they are utilized.

Chemicals used shall meet all applicable EPA, FDA and USDA safety regulations and standards. Include a list of chemicals you intend to use with your bid. The County desires that the amount and toxicity of chemicals used shall be the minimum required for adequate pest control and that all applications minimize potential danger to people and damage to the facility/premises. Provider shall provide each location with material Data Safety Sheets (MSDS) for each of the chemicals used on the premises.

Bait stations and traps shall be labeled "Poison" and shall identify the poison being used and date of service. Traps shall be numbered and indicated on a premises chart detailing trap locations. Contractor shall update chart as needed. Traps shall be cleaned as necessary.

Work shall be scheduled with each facility contact person. Most work can be performed during normal working hours; however, if the application can cause discomfort, offensive odors or is hazardous to building personnel, the application shall be done at times necessary to avoid this problem.

The vendor representative and/or vendor contract administrator must be available to meet at any location upon request (as needed) with the County's Purchasing staff and/or department contact to evaluate contract implementation and performance and to identify continuous improvement. Frequency of these meetings may be modified by agreement with both parties, or upon demand by the County.

In food processing areas all insecticides will be applied with crack and crevice or spot treatment using a low pressure pinpoint application to eliminate the possibility of product contamination. All insecticides to be approved for food service areas.

All calls are to be honored within 24 hours in emergencies such as wasp or bee infestation and large animal situations. Response time for non-emergency spraying or treating shall be less than one week.

Provider shall provide itemized monthly invoices for each location showing areas serviced, type of service and pesticides used.

Service locations are listed in the attached pages. Bidders must call ahead and make appointments with the various departmental contact people. Bidders must have signed Certifications of Site Visit (See attached form) for each location bid. Bids submitted without signed Certifications of Site Visit for each location will be rejected.

Note: Prices must be bid at a monthly rate regardless of the treatment frequency stated in the charts below. Bid prices must include all labor and materials used to control pests. No additional charges for bait stations or Ketch-all traps, etc. will be allowed.

**Alliant Energy Center
John Dunn, 608-267-3983**

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
1919 Alliant Energy Center Way, Exhibit Building	General Pest Control & Mice	Interior and Exterior, emphasis at restrooms, storage and concessions	Weekly and as requested.	\$	\$
1919 Alliant Energy Center Way, Coliseum	General Pest Control & Mice	Interior and Exterior, emphasis at restrooms, storage and concessions	Weekly and as requested.	\$	\$
1919 Alliant Energy Center Way, Bob Johnson Hockey Facility	General Pest Control & Mice	Interior and hallways	Weekly and as requested.	\$	\$
			TOTAL	\$	\$

**Human Services
Laura Huttner, 608-242-6260**

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
2322 & 2304 S Park St	General Pest Control & Mice	Kitchen, Bathrooms, Mechanical Rooms	Monthly	\$	\$
1819 Aberg Ave	General Pest Control & Mice	Kitchen, Bathrooms, Mechanical Rooms	Monthly	\$	\$
1202/1206 Northport Dr	Mouse & centipede control—interior Bee control—exterior	Garage, Boiler Room, Kitchens, as requested	Monthly	\$	\$
1837 Bourbon. Rd Cross Plains, WI	General Pest Control & Mice	Kitchen, Break Room, Restrooms, Mechanical Rooms	Monthly	\$	\$
125 Veterans Dr. Stoughton, WI	General Pest Control & Mice	Kitchen, Break Room, Restrooms, Mechanical Rooms	Monthly	\$	\$
Detox Center 2914 Industrial Dr.	General Pest Control & Mice	Baseboard treatment interior, Exterior areas as requested	Monthly	\$	\$
			TOTAL	\$	\$

Badger Prairie Health Care Center
Greg Brockmeyer, 608-845-1244

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
1100 E Verona Ave Verona, WI	General Pest Control & Mice	Food Prep Areas, Basement, Office Area, Food Storage Area	Monthly	\$	\$
1100 E Verona Ave Verona, WI	General Pest Control & Mice & 12 Rat Stations	Resident Areas, Office Area, Basement & Old Buildings	Monthly	\$	\$
			TOTAL	\$	\$

Public Works
David Ward, 608-838-6213

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
7102 Hwy 12 & 18	Rodent Control	Weigh-in station, Garage, Cold Storage Building, Gas Building, Generator Building	Monthly	\$	\$
7102 Hwy 12 & 18	General Pest Control & Mice	Office & Exterior	Monthly	\$	\$
			TOTAL	\$	\$

Highway & Transportation
Jim Matzinger, 608-266-4040

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
4537 CTH P Cross Plains, WI	Rodent	Garage	Bi-Monthly (4 th Wed. of every other month)	\$	\$
2302 Fish Hatchery Rd	Rodent Insect/ Baseboard Treatment	Garage Office Areas & Entries	Monthly	\$	\$
9932 USH 18-151 Business Mt. Horeb, WI	Rodent	Garage	Bi-Monthly	\$	\$
6159 USH 12 Dane, WI 53529	Rodent	Garage	Bi-Monthly	\$	\$
2520 CTH B Stoughton, WI	Rodent	Garage	Bi-Monthly	\$	\$

624 E Main St Sun Prairie, WI	Rodent	Garage	Bi-Monthly	\$	\$
			TOTAL	\$	\$

Dane County Regional Airport
Bill LeGore, 608-246-3389

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
2601 Darwin Rd	General Pest Control & Mice	Maintenance Building: Maintenance Shop, Lunch Room & Bathrooms	Monthly	\$	\$
4000 International Ln	General Pest Control & Mice	Terminal Building: Air Handling Rooms, Boiler Rooms, Rest Rooms	Monthly	\$	\$
4000 International Ln	General Pest Control & Mice	Terminal Building: 9 Restaurants and Gift Shops on 1 st and 2 nd Levels	Monthly	\$	\$
4000 International Ln	Install and maintain 12 mechanical rodent devices in restaurants	Terminal Building: 1 st and 2 nd Level Restaurants	Monthly	\$	\$
4000 International Ln	General Pest Control & Mice	Parking Lot Exit Plaza ("Tollhouse")	Monthly	\$	\$
3549 International Ln	General Pest Control & Mice	Chiller Plant	Monthly	\$	\$
4309 International Ln	General Pest Control & Mice	Weather Service Building	Monthly	\$	\$
Various Locations	On Demand Pest Control Treatment		Per Call	\$	\$
			TOTAL		\$

Henry Vilas Zoo
Jeff Stafford, 608-266-4733

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
702 S Randall Ave	General Pest Control & Mice	Primate House	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Aviary	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Rhino House	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Giraffe/Camel House	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Old Barn	Weekly	\$	\$

702 S Randall Ave	General Pest Control & Mice	Camel Quarantine	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Children's Zoo Barn	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Bear Tunnels	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Bison Barn	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Maintenance Shop	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Administration Building	Weekly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Concession Stands	Upon Request	\$	
702 S Randall Ave	General Pest Control & Mice	Big Cat Holding	Upon Request	\$	
702 S Randall Ave	General Pest Control & Mice	Visitor's Center	Upon Request	\$	
702 S Randall Ave	General Pest Control & Mice	Herpetarium	Monthly	\$	\$
702 S Randall Ave	General Pest Control & Mice	Carousel Building	Monthly	\$	\$
			TOTAL	\$	\$

Facilities Management
Steve Alwin, 608-266-4350

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
City- County Building 210 Martin Luther King Jr. Blvd.	Rodent control when requested	Garage through 5 th floor restrooms, mechanical rooms & labs, basement lockers, ground floor vending areas	Monthly	\$	\$
NIP/ Records Center 501 E Badger Rd.	General Pest Control & Mice	Baseboard treatment interior, Entryways/ Exterior areas as requested,	Monthly	\$	\$
Dane County Courthouse 115 S. Hamilton St., Madison	General Pest Control & Mice	Baseboard treatment interior, Entryways/ Exterior areas as requested,	Monthly	\$	\$
Fen Oak Resource Center One Fen Oak Court, Madison	General Pest Control & Mice	Baseboard treatment interior, Entryways/ Exterior areas as requested,	Monthly	\$	\$
			TOTAL	\$	\$

Sheriff's Department

Lt. Tim Schuetz, 608-284-6915/ Sgt. Pat Price, 608-266-8179

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
City-County Building, Jail 210 Martin Luther King Jr. Blvd.	General Pest Control & Mice	6 E & 6 W, 7 E & 7 W deputy control rooms, all hallways, individual cellblocks, restroom facilities, closets, food storage area, kitchen, conference rooms, laundry and other areas as specified by jail staff, as needed	Weekly	\$	\$

Sheriff's Department

Lt. Richelle Anhalt, 608-284-6109/ Sgt. Carl Koehler, 608-284-6122/ Sgt. R.J. Lurquin, 608-284-6920

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
Public Safety Building 115 W. Doty St.	General Pest Control & Mice	Inmate housing areas (PODS)	Weekly	\$	\$
Public Safety Building 115 W. Doty St.	General Pest Control & Mice	Food storage areas (basement level and 1 st floor kitchen), staff break room (basement), & laundry area (basement). Secured stairwells as needed.	Monthly	\$	\$
			TOTAL	\$	\$

Sheriff's Department

Lt. Jeff Hook, 608-284-6096/ Sgt. John Brogan, 608-287-8853

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
Ferris Huber Center 2120 Rimrock Rd., Madison	General Pest Control & Mice	1 st and 2 nd floor housing areas. Dorms A-F, deputy work stations, bathrooms, closets and visitation area. Other areas as requested by staff, as needed.	Bi-weekly	\$	\$
	Ant & insect control –exterior	Exterior	On request	\$	

Sheriff's Department

Sgt. Lorie Wiessinger, 608-289-2661

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
Law Enforcement Training Center 5184 Highway 19 Waunakee, WI	General Pest Control, Mice, Flies & bees Ant and insect control-interior	Whole building and firing ranges	Monthly April-October	\$	\$

**Sheriff's Department
Lt. Steve Gilmore, 608-266-3456**

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
Northeast Precinct 4084 Mueller Road DeForest, WI	General insect control, millipedes, Asian beetles	Exterior, garages, entrances, lobbies, and vestibules	Monthly March-October	\$	\$

Please add in other Sheriff's department (precinct or other) locations which are currently receiving or in need of pest control service.

**Lussier Family Heritage Center
Linda Mitnacht, 608-224-3604**

Location	Service Desired	Area of Building	Current Frequency	Cost Per Month	Annual Cost
Lussier Family Heritage Center 3101 Lake Farm Road Madison, WI	General Pest Control, Mice, & Flies	Whole building	Monthly	\$	\$

Total Annual Bid

\$

SIGNATURE AFFIDAVIT

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.

Name (Type or Print)

Title

Signature

Firm

Address: (Street, City , State, Zip Code)

Telephone

Fax

E-Mail

Date

Number of years in pest control service business: _____ years

Insurance Company and Coverage:

BUSINESS REFERENCE FORM

Proposer: _____

The Proposer must provide a minimum of four (4) business references.

Reference Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference Name: _____ Contact: _____

Address: _____ Phone # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference Name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the Proposer's abilities and qualifications as stated in the Proposer's Response. References from the Procuring Department shall not be accepted for references. The Department may deem the Proposer's Response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

CERTIFICATION OF SITE VISIT FORM

LOCATIONS	SIGNATURE	DATE
<i>Location 1 - Alliant Energy Center</i>		
1. <u>Exhibit Building</u>	_____	_____
2. <u>Coliseum</u>	_____	_____
3. <u>Bob Johnson Hockey Facility</u>	_____	_____
FACILITY CONTACT: John Dunn, 608-267-3983		
<i>Location 2 - <u>2322 & 2304 S. Park St.</u></i>		
FACILITY CONTACT: Laura Huttner, 608-242-6260		
<i>Location 3 - <u>1819 Aberg Ave.</u></i>		
FACILITY CONTACT: Laura Huttner, 608-242-6260		
<i>Location 4 - <u>1202/1206 Northport Dr.</u></i>		
FACILITY CONTACT: Laura Huttner, 608-242-6260		
<i>Location 5 - <u>1837 Bourbon Rd., Cross Plains, WI</u></i>		
FACILITY CONTACT: Laura Huttner, 608-242-6260		
<i>Location 6 - <u>125 Veterans Dr, Stoughton, WI</u></i>		
FACILITY CONTACT: Laura Huttner, 608-242-6260		
<i>Location 7 - <u>Detox Center, 2914 Industrial Dr.</u></i>		
FACILITY CONTACT: Laura Huttner, 608-242-6260		
<i>Location 8 - <u>Badger Prairie Health Care Center,</u> <u>1100 E. Verona Ave, Verona</u></i>		
FACILITY CONTACT: Greg Brockmeyer, 608-845-1244		
<i>Location 9 - <u>Rodefild Landfill, 7102 Hwy 12 & 18</u></i>		
FACILITY CONTACT: David Ward, 608-838-6213		
<i>Location 10 - <u>Highway Garage, 4537 CHT P</u> <u>Cross Plains, WI</u></i>		
FACILITY CONTACT: Jim Matzinger, 608-266-4040		

Location 11 - Highway Department Offices, _____
2302 Fish Hatchery Road, Madison

FACILITY CONTACT:
Jim Matzinger, 608-266-4040

Location 12 - Highway Garage, 9932 USH 18-151 Business, _____
Mount Horeb

FACILITY CONTACT:
Jim Matzinger, 608-266-4040

Location 13 - Highway Garage, 6159 USH 12, _____
Dane

FACILITY CONTACT:
Jim Matzinger, 608-266-4040

Location 14 - Highway Garage, 2520 CTH B, _____
Stoughton

FACILITY CONTACT:
Jim Matzinger, 608-266-4040

Location 15 - Highway Garage, 624 E. Main St., _____
Sun Prairie

FACILITY CONTACT:
Jim Matzinger, 608-266-4040

Location 16 -Dane County Regional Airport

FACILITY CONTACT:
Bill LeGore, 608-246-3383

1. Maintenance Shop, 2601 Darwin Rd. _____

2. Terminal Building, 4000 International Ln. _____

Location 17 - Henry Vilas Zoo

1. Primate House _____
2. Aviary _____
3. Rhino House _____
4. Giraffe/Camel House _____
5. Old Barn _____
6. Camel Quarantine _____
7. Children's Zoo Barn _____
8. Bear Tunnels _____
9. Bison Barn _____
10. Maintenance Shop _____
11. Administration Building _____
12. Concession Stands _____
13. Big Cat Holding _____
14. Visitor's Center _____
15. Herpetarium _____
16. Carousel Building _____

FACILITY CONTACT:

Jeff Stafford, 608-266-4733

Location 18 - City-County Building, 210 Martin Luther King Jr. Blvd. _____

FACILITY CONTACT:

Steve Alwin, 608-266-4350

Location 19 - Dane Co. Courthouse, 115 S. Hamilton St. _____

FACILITY CONTACT:

Steve Alwin, 608-266-4350

Location 20 - Fen Oak Resource Center, One Fen Oak Ct. _____

FACILITY CONTACT:

Steve Alwin, 608-266-4350

Location 21 - NIP/Records Center, 501 E. Badger Rd. _____

FACILITY CONTACT:

Steve Alwin, 608-266-4350

Location 22 - City-County Building Jail, 210 Martin Luther King Jr. Blvd. _____

FACILITY CONTACT:

Lt Tim Schuetz, 608-284-6915/ Sgt. Pat Price, 608-266-8179

Location 23 - Public Safety Building, 115 W. Doty St. _____

FACILITY CONTACT:

Lt. Richelle Anhalt, 608-284-6109/ Sgt. Carl Koehler, 608-284-6122/ Sgt. R.J. Lurquin, 608-284-6920

Location 24 - Ferris Huber Center, 2120 Rimrock Rd. _____

FACILITY CONTACT:

Lt. Jeff Hook, 608-284-6096/ Sgt. John Brogan, 608-287-8853

Location 25 - Law Enforcement Training Center,
5184 Highway 19, Waunakee _____

FACILITY CONTACT:

Sgt. Lorie Wiessinger, 608-289-2661

Location 26 - Northeast Precinct, 4084 Mueller Road, DeForest _____

FACILITY CONTACT:

Lt. Steve Gilmore, 608-266-3456

Location 27 - Lussier Family Heritage Center
3101 Lake Farm Road, Madison _____

FACILITY CONTACT:

Linda Mittnacht, 608-224-3604

**STANDARD TERMS AND CONDITIONS
(Request For Bids/Proposals/Contracts)**

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.

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 in this request 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 which 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 on this request 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, e.g., gal., cs., doz., ea., etc., 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. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

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 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.

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 **INSURANCE RESPONSIBILITY:** The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 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 the successful vendor furnishing the services or goods required to be provided under the contract with the County, 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 the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful 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 the successful 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 coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful 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 the successful 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 the successful 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 the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

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 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.

22.3 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. In any event, bid prices will not be held confidential after award of contract.

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 County of Dane (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 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 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.

28.01 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.

28.02 Bidders are exempt from the above requirements 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.