Dane County Contract Cover Sheet

Revised 01/2025

Res 055
significant

Dept./Division	Henry Vilas Zoo		
Vendor Name	Traditions LLC	**MUNIS #**	26138
Brief Contract Title/Description	Holiday Lights Exhibit Services--Henry Vilas Zoo		
Contract Term	July 1, 2025 - February 28, 2030		
Contract Amount	$828,844.69 + displays as needed.		

Contract # Admin will assign	15867
Type of Contract	
☑	**Dane County Contract**
☐	**Intergovernmental**
☐	**County Lessee**
☐	**County Lessor**
☐	**Purchase of Property**
☐	**Property Sale**
☐	**Grant**
☐	**Other**

Department Contact Information	
Name	Joseph Darcangelo
Phone #	608-225-1294
Email	Darcangelo.Joseph@henryvilaszoo.gov
Purchasing Officer	Pete P.

Vendor Contact Information	
Name	Zach Zweifel
Phone #	608-576-2488 / 800-844-7001
Email	zjzweifei@traditionslighting.com

Purchasing Authority

- ☐ **$13,000 or under – Best Judgment** (1 quote required)
- ☐ **Between $13,000 – $45,000 ($0 – $25,000 Public Works)** (3 quotes required)
- ☑ **Over $45,000 ($25,000 Public Works)** (Formal RFB/RFP required) — **RFB/RFP #** 021-PR
- ☐ **Bid Waiver – $45,000 or under** ($25,000 or under Public Works)
- ☐ **Bid Waiver – Over $45,000** (N/A to Public Works)
- ☐ **Cooperative Contract** — **Contract Name & #**
- ☐ **N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other**

MUNIS Req.					
Req # 2020	**Org:** 7665	**Obj:** 22003	**Proj:**	**$**
Year 2025	**Org:**	**Obj:**	**Proj:**	**$**
	Org:	**Obj:**	**Proj:**	**$**

Budget Amendment

☐ A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution

Required if contract exceeds $100,000

- ☐ Contract does not exceed $100,000
- ☑ Contract exceeds $100,000 – resolution required. — **Res #** 055
- ☑ A copy of the Resolution is attached to the contract cover sheet. — **Year** 2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions

☑ No modifications. ☐ Modifications and reviewed by: ☐ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Darcangelo, Joseph	Digitally signed by Darcangelo, Joseph Date: 2025.06.06 09:01:09 -05'00'

APPROVAL – Contracts Exceeding $100,000	
Director of Administration	**Corporation Counsel**
Greg Brockmeyer	David Gault

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached

DOA: **Date In:** 6/6/25 **Date Out:** _____ ☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, June 11, 2025 10:54 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15867
Attachments: 15867.pdf

Tracking:

Recipient	Read	Response
Hicklin, Charles	Read: 6/12/2025 9:37 AM	Approve: 6/12/2025 9:38 AM
Patten (Purchasing), Peter	Read: 6/11/2025 3:30 PM	Approve: 6/11/2025 12:36 PM
Gault, David	Read: 6/11/2025 11:17 AM	Approve: 6/11/2025 11:18 AM
Cotillier, Joshua		Approve: 6/11/2025 11:36 AM
Stavn, Stephanie	Read: 6/11/2025 11:31 AM	
Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15867
Department: Zoo
Vendor: Traditions LLC
Contract Description: Holiday Lights Exhibit Services at Zoo (Res 055)
Contract Term: 7/1/25 – 2/28/30
Contract Amount: $828,844.69 + displays as needed

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2025 RES –055

AWARDING CONTRACT WITH TRADITIONS LLC FOR HOLIDAY LIGHTS EXHIBIT SERVICE—HENRY VILAS ZOO

The Henry Vilas Zoo awarded Holiday Light Services to Traditions LLC. in Middleton, Wisconsin for five (5) years. This contract was awarded as a result of RFP # 021-PR. The vendor will develop and install a one-of-a-kind visual and auditory holiday light display that engages the Dane County community. The show will incorporate messaging and creative deployments that provide storytelling experiences that is functional, visually appealing, and drives word of mouth marketing engagement.

This event is one of Henry Vilas Zoo's largest revenue generating experiences throughout the year. The show begins mid-November and runs through the end of December each year.

Term 1—Contract Execution thru February 28, 2026 at a cost of $150,000.00 + displays as needed
Term 2—March 1, 2026 thru February 28, 2027 at a cost of $157,500.00 + displays as needed
Term 3—March 1, 2027 thru February 28, 2028 at a cost of $165,375.00 + displays as needed
Term 4—March 1, 2028 thru February 28, 2029 at a cost of $173,643.75 + displays as needed
Term 5—March 1, 2029 thru February 28, 2030 at a cost of $182,325.94 + displays as needed

The total five (5) term cost shall not exceed $828,844.69 + any additional displays added by County as needed.

THEREFORE, BE IT RESOLVED that the County Clerk and County Executive are authorized to execute the agreement.

DANE COUNTY CONTRACT # 15867

Revised 11/2024

Department:	Henry Vilas Zoo
Provider:	Traditions LLC
Expiration Date:	February 28, 2030
Maximum Cost:	$828,844.69 + additional displays as needed
Registered Agent (if applicable):	N/A
Registered Agent Address:	N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Traditions LLC (hereafter, "PROVIDER"),

W I T N E S S E T H:

WHEREAS COUNTY, whose address is 702 S Randall Ave., Madison, WI 53715, desires to purchase services from PROVIDER for the purpose of providing the Zoo lights exhibit; and

WHEREAS PROVIDER, whose address is 7182 US Highway 14, Suite 201, Middleton, WI 53562, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

D. No portion of funds under this Agreement may be used to support or advance religious activities.

E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.

F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2. failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. failure of PROVIDER to comply with reporting requirements contained herein.

4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's 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. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's

insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.
If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars ($2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.
If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

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

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

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

C. Required provisions.

1. Insurer's Requirement
All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.
COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary
For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancelation Notice
Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.
Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.
In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

D. 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.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

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 this Agreement or a waiver of any default of PROVIDER 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.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate 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 against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

A. If PROVIDER has 20 or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings

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

B. Appeal Process
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

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

XIII. CONTROLLING LAW AND VENUE:
It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:
Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:
This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:
The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:
The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:
This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:
This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and

whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, “electronically signed” or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Zach Zweifel _____ 6/02/2025
Zach Zweifel Date
Owner

* * *

FOR COUNTY:

_____ _____
Melissa Agard Date
Dane County Executive

_____ _____
Scott McDonell Date
Dane County Clerk

* [print name and title, below signature line of any person signing this document]

SCHEDULE A
Scope of Services

1. **Contract Term**
    a. Term 1: Contract Execution – February 28, 2026
    b. Term 2: March 1, 2026 – February 28, 2027
    c. Term 3: March 1, 2027 – February 29, 2028
    d. Term 4: March 1, 2028 – February 28, 2029
    e. Term 5: March 1, 2029 – February 28, 2030

2. **General Scope of Work**
    a. PROVIDER shall develop an award-winning, visual and auditory holiday lighting exhibit and event (show) that encompasses and promotes the sights, sounds, and facilities of the Henry Vilas Zoo.
    b. This one-of-a-kind show should engage the Dane County community to celebrate the most wonderful time of the year at Dane County's wonderful Henry Vilas Zoo.
    c. The show begins mid-November and runs through the end of December.
        i. Exact dates change each year with the calendar and will be presented to the vendor no later than August 1 of each year.
    d. The show shall incorporate messaging and creative deployments that provide a storytelling experience that is functional, visually appealing, and drives word of mouth marketing engagement as well as re-visits by attendees both locally and in further counties and districts.
    e. Refreshments and gift items shall be served by the Zoo's concession vendor, SSA.
    f. Reports should be provided to client as requested.

3. **Troubleshooting & Repairs**
    a. Provide onsite staffing to troubleshoot any potential issues for the first (3) three nights of show run.
    b. Service for repairs to any non-functioning show elements shall be provided within 12 hours of notice at no cost.
        i. Examples include malfunctioning lights and displays.
        ii. Repairs provided at no cost must be for lights, decorations, show elements that are owned and leased by the PROVIDER.
        iii. Repairs to any lights or decorations not owned and leased by the PROVIDER as part of the Holiday Light show will incur a cost to COUNTY.

4. **Annual Design, Installation, & Removal Schedule**
    At minimum, the following must be provided and completed by PROVIDER:
    a. Design, Timeline & Planning
        i. PROVIDER shall develop a complete plan for the upcoming show that incorporates creative show designs, event layout, installation and removal timelines no later than **July 11** each year.
        ii. This plan shall be presented to Henry Vilas Zoo staff for review and discussion in a meeting to be scheduled no later than **August 1** each year.
        iii. A final show plan must be accepted and approved prior to **August 15** each year.

b. Promotional Opportunities
    i. Vendor will attend **two on-site visits** with the Henry Vilas Zoo's marketing team.
        1. The first visit will be no later than **August 15**.
        2. The second visit will be no later than **November 1** each year to meet, discuss and finalize promotional opportunities.
c. Pre-Event Walk Thru
    i. A pre-event walk-thru shall be conducted no later than **September 1** each year.
    ii. This walk-thru will include key-stakeholders from the PROVIDER and COUNTY to ensure show/event readiness by **November 1**.
d. Installation and Testing
    i. Complete install and test run no later than **November 1** each year.
e. Removal/Take Down of Exhibit
    i. Removal of lights and displays must begin within 2 weeks of the conclusion of the event and not exceed 30 days.
        1. Exceptions will be provided for inclement weather situations.
f. Post-Event Meeting
    i. Prior to **March 1** of each year, a post-event walk-thru/meeting shall be conducted between PROVIDER and COUNTY to discuss challenges encountered during the previous show and improvements and expectations for the upcoming year.

5. Show Elements & Design

All show elements and design aspects are subject to change. The following show elements, at minimum, shall be included in all design and pricing estimates:

a. General Centralized Show Focus/Grand Display
    i. Incorporate into the show design a significant centralized grand display that incorporates all show storylines, HVZ messaging, sponsorship signage, and HVZ brand that provides a centralized focal point for the show.
    ii. Incorporate 2D and 3D lighting displays, animated lighting displays as appropriate.
    iii. Grand display will be enhanced each additional year with feedback and agreement with the COUNTY.
b. 2D & 3D Animal Displays
    i. Lease, installation, and removal of all displays.
    ii. Each display should be fabricated with 3/4" flat stock steel and powder coated.
    iii. All lights shall be hand wrapped using commercial grade LED coaxial twist lock connected strands.
    iv. Commercial grade strands and coaxial connections must be used to reduce maintenance issues.
    v. Displays and display clusters should be executed to ensure a high-quality experience.
c. On-Going Creative Show Development
    i. The expectation is that every contract year or new show will be improved and enhanced beyond the previous year's show, at minimum, that will be agreed upon by both the POVIDER and COUNTY.

ii. Additional contract years shall focus on continued improvement, expansion, and change-out of outdated, non-unique, or aging displays as well as the development of a new grand display for each display year. This creative show development must ensure audience engagement for a return visit.
iii. Additionally, each Zone will incorporate Sponsorship Displays. Each year there will be a minimum of 10 displays that will be incorporated throughout all Zones.

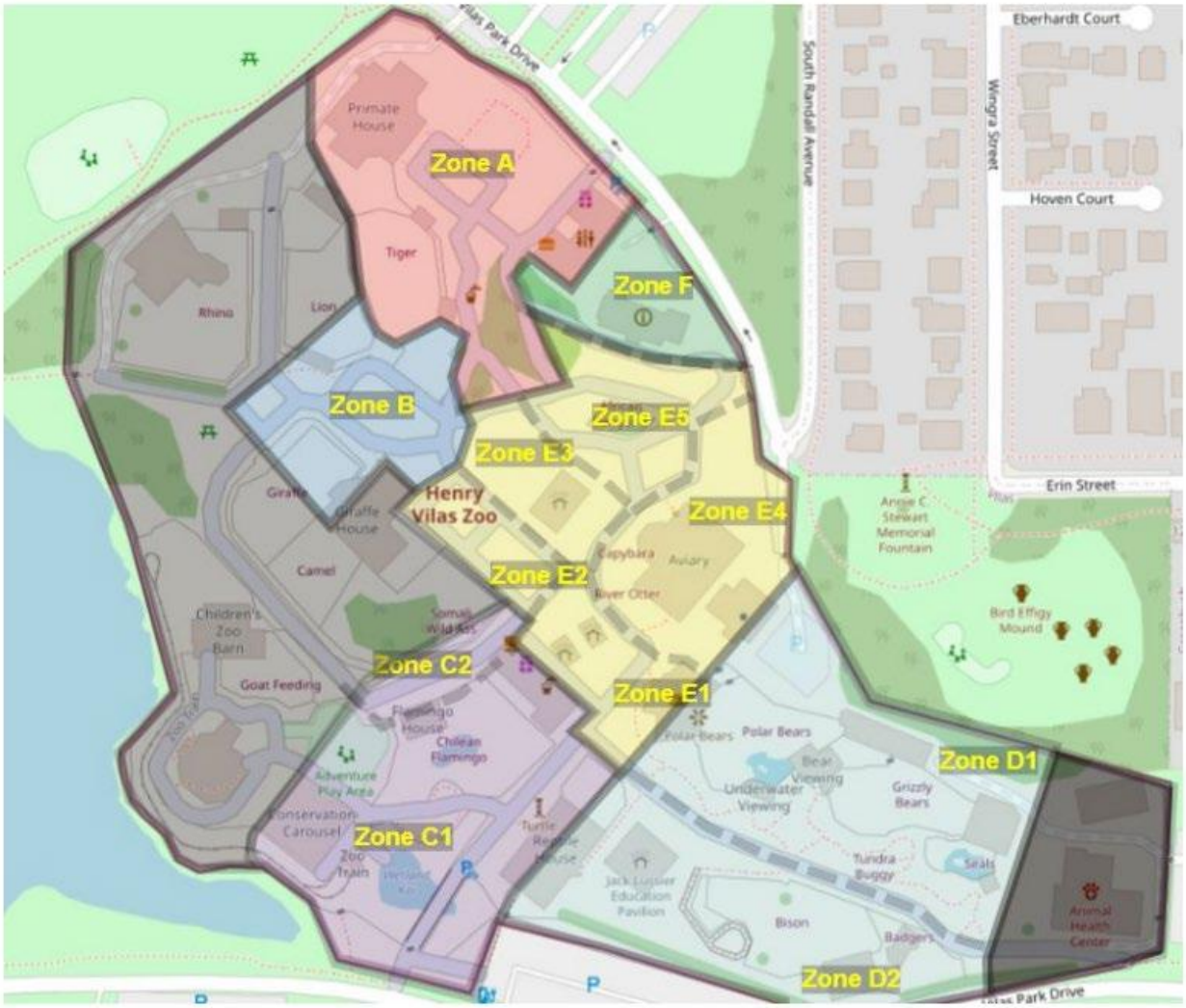
d. Zone A – Front Entrance
   i. A focal feature at the front entrance that establishes a 'wow' factor for guests entering the Zoo
   ii. A minimum of (7) tree wraps in the courtyard between the primate building and the gift shop
   iii. A minimum of (2) 2D figures in the courtyard between the primate building and the gift shop
   iv. A minimum of (4) 2D figures in the canopy of the trees in the courtyard (preferably not all primate figurines)
   v. A minimum of (4) trees lit up in the area between the front of the tiger exhibit and the entrance to the primate building (lemur side)
   vi. Pergola columns around tiger exhibit wrapped
   vii. A minimum of (3) 2D figures in the area adjacent to the tiger viewing area
   viii. A minimum of (3) lighted trees in the central path leading down to the center of the Zoo
   ix. A minimum of 15,000 color-changing lights wrapped around the oak tree in the center of the path leading down to the center of the Zoo
e. Zone B – Porcupine/Lion/Santa's Workshop
   i. A minimum of (3) large trees wrapped with lights between the lion, NA porcupine, and giraffe areas of the zoo
   ii. A minimum of (5) lit 2D animal figures
   iii. Light the trees in front of Santa's Workshop in red and white candy cane theme
f. Zone C – Back Entrance/Flamingo/Herpetarium
   i. Highlight the back gate entrance with light curtains, 2D animal figures, or some other method to increase lighting the back entrance
   ii. Wrap the trees next to the Flamingo building
   iii. Provide a light element on the bridge overlooking the koi pond with at least one 3D element - please note that any installation required around the koi pond perimeter will require supervision from the Zoo's horticulturalist or operations manager
   iv. Create a photo opportunity in front of the Herpetarium building (between the Glacier Grille and the Herpetarium)
g. Zone D – Arctic Passage
   i. Wrap the small pines (approx. 90 trees) along the viewing walkway for bison, bears, seals, and badgers
   ii. Outline the tundra buggy and all 4 tires with lights.
   iii. A minimum of (6) lighted 2D or 3D figures along the bison, badger, and crane exhibits
   iv. Add lighting inside the Education Pavilion to enhance the space for corporate rentals. (Up-lighting, string lights, ect.) This space will be

used for catered rentals and should not include any 2D or 3D elements.
    v. NOTE: Tree pruning in this area is not allowed

h. Zone E – Center of the Zoo
    i. Create a 3D feature in the center of the Zoo, either utilizing the existing tent frame, or creating a visual focal point in the grassy knoll next to the tent. (Past features have included a 30-foot tall tree with moving lights and a light maze inside the tent frame)
    ii. A minimum of (4) 2D and (1) 3D animal figure
    iii. A minimum of (5) large trees lighted around the tent area
    iv. A minimum of (6) large canopy wraps along the path between the tent and the penguin exhibit
    v. A minimum of (2) 2D and (1) 3D animal figures along the Aviary path
    vi. A feature element set up in the penguin exhibit space (subject to change if an animal moves in to that exhibit space)

i. Zone F – Visitor Center Patio
    i. A minimum of (2) large trunk wraps on either side of the building entrance
    ii. A minimum of (2) 2D animal figures along the railing of the porch
    iii. String lights or some other light fixture to add ambient lighting to the porch area where (2) igloos will entertain VIP guests

j. Building Rooflines & Walkway Lighting
    i. There are LED lights outlining the various buildings within the Zoo. These are owned and maintained by Henry Vilas Zoo but will be lit up on a regular basis, including during the Holiday Lights Show.
    ii. Pathway lighting along all zoo pathways
    iii. Other directional or operational areas that will ensure safety and enhance the guest experience.



NOTE: The intended purpose of this map is to set a baseline of the different areas or "zones" within the Zoo. Zones may be modified during the design process. Modifications must be agreed upon mutually by the PROVIDER and COUNTY.

SCHEDULE B
Pricing Structure and Payment

1. Term Payment Schedule & Invoicing

%	Deliverable	Approx. Date
50%	Upon approval & acceptance of final show plan	August
25%	Upon Completion of light installation & testing	November
25%	Upon completion of show & light/display removal	February/March

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

2. Annual Term Costs

Term #	Term Dates	Cost
1	Contract Execution – February 28, 2026	$150,000.00 + displays as needed
2	March 1, 2026 – February 28, 2027	$157,500.00 + displays as needed
3	March 1, 2027 – February 29, 2028	$165,375.00 + displays as needed
4	March 1, 2028 – February 28, 2029	$173,643.75 + displays as needed
5	March 1, 2029 – February 28, 2030	$182,325.94 + displays as needed
	Total	**$828,844.69** + displays as needed

The total 5 term cost shall not exceed $828,844.69 + any additional displays added by COUNTY as needed.

3. Additional/Individual Display Pricing

This pricing is for any additional displays added by the COUNTY above and beyond the approved and accepted final show plan each term.

#	Description	Term 1	Term 2	Term 3	Term 4	Term 5
1	2D Animal Display	$1,000.00	$1,050.00	$1,102.50	$1,157.63	$1,215.51
2	3D Animal Display	$3,000.00	$3,150.00	$3,307.50	$3,472.88	$3,646.52
3	Sponsorship Display	$600.00	$630.00	$661.50	$694.58	$729.30