

Dane County Contract Cover Sheet

RES 167
Significant

Dept./Division	Henry Vilas Zoo /684
Vendor Name	Traditions LLC.
Vendor MUNIS #	26138
Brief Contract Title/Description	Traditions will display holiday lights at the Zoo-- Zoo Lights. Responsible for the display creation, set-up, maintenance and take-down.
Contract Term	09/15/2020-3/31/2021
Total Contract Amount	\$ 150,000

Contract # <small>Admin will assign</small>	14106
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	120050
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	ZOO	Obj Code	22003	Amount	\$ 100,000
Req #	2170	CPZOO	Obj Code	N/A	Amount	\$ 50,000
Year	2020	Org Code	Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	167,20-21
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	8/21/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Joseph Darcangelo	Name	Zach Zweifel
Phone #	608-225-1294	Phone #	608.576.2488 800.844.7001
Email	darcangelo.joseph@henryvilaszoo.gob	Email	zjzweifel@traditionslighting.com
Address	702 S. Randall Ave Madison WI 53715	Address	7182 US HWy 14, Suite 1010 Mildleton, WI 53562

Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	Joseph D. Darcangelo	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, August 21, 2020 9:59 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #14106
Attachments: 14106.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 8/21/2020 10:24 AM	Approve: 8/21/2020 10:24 AM
	Clow, Carolyn	Read: 8/21/2020 9:59 AM	Approve: 8/21/2020 9:59 AM
	Gault, David	Read: 8/21/2020 10:04 AM	Approve: 8/21/2020 10:06 AM
	Lowndes, Daniel	Read: 8/21/2020 10:03 AM	Approve: 8/26/2020 10:18 AM
	Stavn, Stephanie	Read: 8/21/2020 11:53 AM	

Contract #14106
Department: Zoo
Vendor: Traditions LLC
Contract Description: Display creation, set up, maintenance and take down of Zoo Lights Display (Res 167)
Contract Term: 9/15/20 – 3/31/21
Contract Amount: \$150,000

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

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 362, 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

**AWARDING CONTRACT WITH TRADITIONS LLC FOR ZOO LIGHTS AND
AMENDING THE CAPITAL AND OPERATING BUDGETS**

The Henry Vilas Zoo seeks to purchase lighting and services to provide the Zoo Lights exhibition in 2020 from Traditions LLC in Middleton, Wisconsin. This contract was awarded as a result of RFP #120050. In the past, the revenue proceeds of the event were shared with the lights vendor on a 50/50 basis. Going forward, the Zoo will purchase some of the lights and the vendor will install and remove the lights and provide other lights for a fee. The Zoo will then retain all revenues.

NOW, THEREFORE, BE IT RESOLVED the County Board approves the award of a contract with Traditions LLC at a cost of \$150,000 and continuing for up to and continuing for four (4) additional years at a maximum of \$100,000 per year.

BE IT FURTHER RESOLVED that the County Executive and County Clerk to execute the contract document, and authorizes the Controller to issue checks for payment of invoices.

BE IT FURTHER RESOLVED that the following adjustments be made to the operating budget:

Increase accounts ZOO 22033 Zoo Lights Expense \$100,000 and ZOO 84067 Zoo Lights Revenue \$100,000

BE IT FINALLY RESOLVED that the following adjustments be made to the capital budget:

Create and fund CPZOO NEW "Zoo Lights Purchase" \$50,000 and decrease accounts CPZOO 59044 "Gate 9 Replacement" \$15,135, CPZOO 57012 "Admin Roof Replacement" \$450, CPZOO 59293 "Tiger Glass" \$1,722, CPZOO 59293 "Rhino Barn Improv." \$16,529, CPZOO 57074 "Aviary Roof Replacement" \$16,164.

DANE COUNTY CONTRACT # 14106



# of Pages Including Schedules:	17
Expiration Date:	March 31, 2021
Authority:	Res. # 167, 20-21
Department:	Henry Vilas Zoo
Maximum Cost:	\$150,000
Registered Agent:	
Registered Agent Address:	

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

WITNESSETH:

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 associated permanent lighting installations; and

WHEREAS PROVIDER, whose address is 7182 US HWY 14, Suite 1010, 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. 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.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that 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 Schedule C, 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 Schedule C 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:

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. 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.

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Environmental Impairment (Pollution) Liability

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

policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

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

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

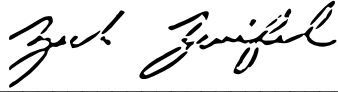
- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER 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. MISCELLANEOUS:

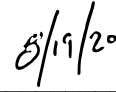
- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

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, Traditions LLC Owner



Date Signed

Date Signed

* * *

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

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

SCHEDULE A

Scope of Services

Scope of Services/Specification Overview

Provider shall develop an award-winning, visual and auditory holiday lighting exhibit and event (show) that encompasses the sights, sounds, and facilities of the Henry Vilas Zoo. This one-of-a-kind show should engage the Dane County community to celebrate the most wonderful time of the year at the County's wonderful zoo. The event begins the day around Thanksgiving and runs Thursday-Sundays from 5:30pm – 9pm through December. Exact dates change each year with the calendar and will be presented to the vendor by August 1 of each year. Refreshments shall be served by the Zoo's concession vendor, Centerplate.

2020 dates shall be as follows:

The show runs Friday's-Sunday's.

The show will run two Thursdays with one for a Corp night. The dates for the general public will be Friday-Sunday.

There will be 19 shows.

- Member Preview—Nov 25th
- Public—Nov 27-29
- Public—Dec 4-6
- CorpNight—one Thursday in Dec.
- Public—Dec 11-13
- Public—Dec 18-23
- Public—Dec 26-27

Provider shall execute all creative aspects related to developing a robust creative execution of lights and sound that promotes, extenuates, and promotes the important brand of the Henry Vilas Zoo. The show should 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.

The show should also include these parameters:

1. Develop a complete show creative and execution plan to HVZ staff for review and discussion. Schedule a meeting to finalize all designs and implementations. A final show execution should be accepted and approved prior to August 15, 2020.
2. Provide onsite staffing for the first (2) TWO nights of show run.
3. Provide service to and show element within 12 hours of notice.
4. Removal must be begin within 2 weeks of the conclusion of the event and not exceed 30 days.
5. Complete an after action meeting following the event to determine feasibilities and expectations for the upcoming year.

6. Utilize a scope software/layout system to ensure adherence to designs, timelines, installation and removal. Reports should be provided to client as requested.

Installation and Set-up Plan / Disassemble and Removal Plan

- Pre-event walk-thru and lay out
- Post-event walk-thru/meeting to discuss challenges and improvements
- Complete install and test run no later Nov. 15
- Complete take down before Feb 1

Roofline and Walkway Lighting

Lease, installation and removal of C9 LED bulbs to outline each building in the Zoo as indicated on the map. To include: tree wraps, pathway lighting along all zoo pathways, and other directional or operational areas that will enhance the guest experience.

On-going creative show development

Additional contract years should 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.

Display Maintenance

- If any lights stop working, maintenance is free of charge. Simply contact your representative, and someone will be there to help asap. However, a few restrictions do apply:
- Provider will only repair lights and decorations that were provided by and installed by Provider for that project, at no cost. Any items provided by the County (either through County installation, or installation by Provider), will incur a maintenance charge if repair service is requested.
- Provider will continue to service displays free of charge, until January 15th of each year. After that point, a maintenance charge will be incurred if service is requested. (This has to do with harsh weather conditions late in winter, and Provider's removal policies.)

Removal and Storage

- Removals begin Jan 1 of each year.
- Extra lights and décor, that wasn't installed by Provider, will be removed, and subject to an increased removal & storage cost if size of décor is significantly large. Storage is required.
- Removal of lights at end of every season is HIGHLY recommended. If County does decide to leave the lights up all year long, any repairs or maintenance of the lights will incur a cost beyond this proposal.

Lifetime of Lights

Average lifetime of LED lights provided by Provider is 3 – 5 years, but often longer. However, some light sets may need replacing after just one season. Records are kept upon removal to indicate any lights needing replacement for next season. The total lifetime of holiday lights depends almost entirely on the given weather conditions for that season.

2020 Leased Lighting includes the following:

Area A proposal is for the rental, delivery, installation, removal and pick up of the following:

- Entrance Fence draped in Twinkly Pro light curtains, (8) per side, which is about 20' on each side
- Entrance/Welcome hut outlined in LED bulbs, green LED lights on roofline and red LED lights on the four corners to trim it out
- Bumble Grove, consists of a 8×8' lighted bumble and (5) trees canopy wrapped in pure white twinkle and teal bulbs w/ Twinkly Pro color changing trunk wraps
- Gift Shop roofline outlined with C9 LED's and (2) 6' wreaths, (1) in each peak with the HVZ logo in the middle and color changing twinkly lights
- (6) Lighted monkeys hung in courtyard trees w/ green rope light to make it look like they are swinging on vines
- (7) Trunk wraps in courtyard where the lighted monkeys are, trees will all be a different color
- (3) Lighted trees at the start of Oak Island, (1) large Maple and (2) small shrub trees with 1000 Twinkly Pro color changing lights, the large Maple will also get (40) canopy wrap strands
- Tiger Den w/ adult lighted tiger and two cubs, pergola columns will be wrapped in pure white and orange 5mm lights

Area B proposal is for the rental, delivery, installation, removal and pick up of the following:

- (5) Large lighted trees throughout the Lion, Porcupine, and Giraffe area
- (2) 2D Lighted Giraffes (1) 16' and (1) 12'
- Lighted tree by the (2) lighted Giraffes, 5mm LED orange trunk wrap with a green LED canopy wrap
- (1) Lighted 2D animated Rhino
- (1) 2D Lighted Lion
- Blue and pure white LED light strands to outline the entire Giraffe and Goat house fence lines
- (5) Arbs along Goat house path lit with blue and pure white twinkle bulbs
- (2) Apple trees along Goat house path branch wrapped
- (1) Large pine tree along Goat path canopy wrapped in green and red LED light strands

Area C proposal is for the rental, delivery, installation, removal and pick up of the following:

- (120) Pink LED light strands branch wrapped in (1) large Maple tree next to Flamingo display
- (3) Lighted LED Flamingos, one standing, one eating, one standing and one walking
- (2) Lighted butterfly selfie wings for social media interaction by Herpetarium
- Hut by Herpetarium outlined in red and green LED's like entrance hut

Area D proposal is for the rental, delivery, installation, removal and pick up of the following:

- Wrap (90) small pines and arborvitaes along the viewing walkway for the bison, bears, seals, and badgers (Entire Arctic Passage)
- Outlining the auto body of the Tundra buggy in pure white LED C9 bulbs, all (4) tires will get color changing RGB Twinkly Pro strands wrapped on them so we can make the wheels look like they are rotating
- (2) 3D lighted Polar Bears on top of the Tundra Buggy
- Large 5,000L Twinkly Pro Branch wrapped tree outside of Wisconsin Heritage Display
- (3) Pines outside of Jack Lussier Education Pavilion, (1) blue and PW Twinkle, (1) Purple and PW Twinkle, (1) Teal and PW Twinkle
- (2) 2D lighted badgers and (1) 2D lighted Bison
- (1) Standing lighted Sandhill crane, (1) wings spread Sandhill crane and (2) lighted cattails

Area E proposal is for the rental, delivery, installation, removal and pick up of the following:

- 30' LED Tower Tree w/ 30,000 warm white lights, will also include RGB color changing orbs in varying sizes all over to look like large ornaments.
- (2) Center pavilions outlined in pure white LED light bulbs
- (6) Large lighted trees around tent area, each tree will be a different color
- (2) large branch wraps along aviary path, one will be wrapped in teal and the other in pink
- Large lighted Peacock and (2) large Blue Herons in the Aviary path
- (5) LED penguins scattered around rock
- (7) Large canopy wraps along penguin path, each tree will alternate teal and purple or teal and pure white twinkle with pure white trunk wrap
- (1) 15,000L Twinkly Pro color changing LED branch wrap on oak tree in Oak island

SCHEDULE B

Pricing Structure and Payment

The County will pay a maximum of \$50,000 for permanent capital lighting improvements to the Zoo grounds.

PRODUCT	PRICE	QTY	TOTAL
Entrance Signs (1)	\$3,750.00	1	\$3,750.00
3M VHB Mounting Tape#5952 (ft) - 1/2inch	\$1.13	3200	\$3,600.00
Pebble Mounting Track - 5ft, Dark Brown	\$12.60	444	\$5,594.40
Pebble Mounting Track - 5ft, White	\$12.60	203	\$2,557.80
RGB Plus WIFI Controller	\$145.60	12	\$1,747.20
RGB Dual LED Pebble - 25ft Section	\$142.88	132	\$18,860.56
Accessory Items	\$1,097.54		\$1,097.54

SUBTOTAL: \$37,207.50

INSTALLATION	PRICE
Installation	\$12,792.50

SUBTOTAL: \$12,792.50

REMOVAL & STORAGE	PRICE
Removal	\$0
Storage	\$0

SUBTOTAL: \$0.00

TOTALS	
PRODUCT	\$37,207.50
INSTALLATION	\$12,792.50
REMOVAL & STORAGE	\$0.00
TOTAL	\$50,000.00

The County will pay a maximum of \$100,000 for the 2020 Zoo Lights display, to be paid as follows:

- 50% invoiced upon contract execution
- 25% invoiced upon completion of light installation and testing
- 25% invoiced upon completion of the show and removal of the lights and exhibits from Zoo grounds.

FEATURES	PRODUCTS	TOTAL
Entrance Gate Twinkly Pro Curtains	Twinkly Pro 4 port Controller Twinkly Pro Light Curtain (Entrance Fence) Clip - Ridge Clip Clip - Shingle Tab C7 Green LED Bulb C7 Red LED Bulb C7 Socket Wire Green (ft.) - 12	\$3,214.70
Swinging Monkeys and Trees (Zone A)	3'x4' 2D Swinging Monkeys 150' Spools of Green Rope Light C7 5-Multi (R,G,B,Y,O) LED Strand C7 Blue LED Strand C7 Green LED Strand C7 Pink LED Strand C7 Purple LED Strand C7 Red LED Strand C7 Teal LED Strand	\$5,628.80
Bumble Grove (Zone A)	8'x8' Bumble from Rudolph C7 Bulb & Socket Strand - Teal and PW Twinkle, 12L, 24ft (5 tree canopies) Twinkly RGB 5mm - 200L, 4in, Green Wire (5 tree trunk wraps) Twinkly Wifi Controller & Power Supply - 2port, 400L (5 tree trunk wraps)	\$5,919.55
Vilas Outfitters Gift Shop	Twinkly RGB 5mm - 200L, 4in, Green Wire Twinkly Wifi Controller & Power Supply - 2port, 400L Oregon Fir Wreath, Un-Lit - 72in w/ lighted HVZ logo in the middle HVZ Custom Coro Circled for Inside Wreath	\$1,183.70
(3) Lighted Trees	C7 Bulb & Socket Strand - Pure White Twinkle, 12L, 24ft Twinkly 1000L Kit (Green Wire)	\$3,823.90

FEATURES	PRODUCTS	TOTAL
Tiger Den	4'x6' 2D Tiger 3'x4' 2D Tiger Cubs 5mm Orange LED Strand 5mm Pure White LED Strand 5mm Orange LED - 9', 25L, 4, 24 5mm Purple LED - 9', 25L, 4, 24	\$4,865.95
(5) Trunk Wraps around Porcupine/Giraffe Area	C7 Red LED - 25', 25L, 12, 12 (1 Tree) C7 Green LED - 25', 25L, 12, 12 (1 Tree) C7 Warm White LED - 25', 25L, 12, 12 (2 Trees) C7 Teal LED - 25', 25L, 12, 12 (1 Tree)	\$4,267.60
2D Lighted Giraffes	Twinkly 1000L Kit (Green Wire) 12' 2D Giraffe 5mm Orange LED Strand C7 Bulb & Socket Strand - Green, 12L, 24ft	\$4,665.10
Animated Lighted Rhino	7'x8' 2D Rhino with Animated Tail	\$1,442.00
Lions Den	4'x6' 2D Lion	\$802.00
Trees Along Goat House Path	C7 Bulb & Socket Strand - Blue and Pure Wht. Twk., 12L, 24ft (5 Arbs) 5mm 5-Multi (R,G,B,Y,O) LED Strand C7 Bulb & Socket Strand - 2-Multi Red and Green, 12L, 24ft (Pine Tree)	\$3,602.10
Blue Fence Swags along Giraffe and Goat Barn Rails	C7 Blue LED - 25', 25L, 12, 12 C7 Pure White LED - 25', 25L, 12, 12	\$1,220.80
(1) Branch wrap near flamingo area	5mm Pink LED - 9', 25L, 4, 24	\$2,034.50
Flamingo Area	6'x3' 2D Standing Flamingo 6'x3' 2D Flamingo Eating 6'x3' 2D Walking Flamingo	\$1,731.00

FEATURES	PRODUCTS	TOTAL
Hut by Herpetarium		\$1,854.70
	Selfie Butterfly Wings Clip - Ridge Clip Clip - Shingle Tab C7 Green LED Bulb C7 Red LED Bulb C7 Socket Wire Green (ft.) - 12	
(90) Wrapped Small Pines and Arborvitae		\$6,296.00
	C7 Blue LED - 25', 25L, 12, 12 C7 Pure White LED - 25', 25L, 12, 12 C7 Teal LED - 25', 25L, 12, 12 C7 Purple LED - 25', 25L, 12, 12	
Arctic Passage Tundra Buggy		\$2,531.44
	Clip - C9 Magnetic C9 Pure White LED Bulb C9 Socket Wire Black (ft.) - 12 Twinkly RGB 5mm - 200L, 4in, Green Wire Twinkly Wifi Controller & Power Supply - 2port, 400L 3D LED Lighted Polar Bears	
(1) Large Twinkly Tree Branch Wrap		\$3,764.00
	Twinkly 1000L Kit (Green Wire)	
(3) Pines Outside Of Education Pavilion		\$2,057.60
	C7 Bulb & Socket Strand - Pure White Twinkle and Teal, 12L, 24ft C7 Bulb & Socket Strand - Pure White Twinkle and Purple, 12L, 24ft C7 Bulb & Socket Strand - Pure White Twinkle and Blue, 12L, 24ft	
Badger/Bison Area		\$1,845.00
	3'x4' 2D Badger 8'x10' 2D Bison	
Sandhill Crane Area		\$1,574.00
	6'x4' 2D Standing Crane 4'x6' 2D Wings Spread Crane 4'x4' 2D Cattails	
30' Tower Tree w/ RGB Orbs (Zone F)		\$8,060.00
	30' Warm White LED Tower Tree Varying Sized RGB Orbs (4in. - 28in.)	
FEATURES	PRODUCTS	TOTAL
Penguin Rock Display		\$5,164.94

3'x2' 2D Penguins
C7 Bulb & Socket Strand - Teal and PW
Twinkle, 12L, 24ft (9 tree canopies)
C7 Bulb & Socket Strand - 2-Multi (purple
and teal), 12L, 24ft(9 tree canopies)
5mm Pure White LED Strand

(1) Large Oak Twinkly \$12,202.00
Branch Wrap

Twinkly 1000L Kit (Green Wire)

Center Zoo Picnic Area \$710.32
Rooflines

C9 Pure White LED Bulb
C9 Socket Wire Green (ft.) - 15 C9 Magnetic
Clip

Aviary Bird Displays and \$8,127.00
Tent Courtyard Trees

8'x8' 2D Detailed Peacock 3.5'x7' 2D
 Blue Heron
 C7 Blue LED - 25', 25L, 12, 12
 C7 Teal LED - 25', 25L, 12, 12
 C7 Purple LED - 25', 25L, 12, 12
 C7 Pure White LED - 25', 25L, 12, 12
 C7 Red LED - 25', 25L, 12, 12 (1 Tree)
 C7 Pink LED - 25', 25L, 12, 12 (1 Tree)
 C7 Bulb & Socket Strand - 2-Multi (purple and teal),
 12L, 24ft(9 tree canopies)
 5mm Orange LED Strand 5mm
 Teal LED Strand

OTHER CHARGES	PRICE
Transportation / Accessories	\$13,845.07

SUBTOTAL: \$13,845.07

TOTALS	
FEATURES	\$98,588.70
OTHER CHARGES	\$12,405.07
DISCOUNT	\$10,993.77
TOTAL	\$100,000.00

All payments shall be made Net 30 days.

Invoices to be sent to: invoices-zoo@countyofdane.com

SCHEDULE C

Reports

No reports are required under this contract.