



REQUEST FOR BID (RFB)
FOR
ROAD MATERIALS
BID #2024-08PC

Issued by:

Portage County
Purchasing Department

All required bid documents/copies must be submitted
No later than 2:00 PM 3/05/2024 to:

Portage County Purchasing
1462 Strongs Ave
Stevens Point WI 54481

LATE BIDS WILL BE REJECTED
There will be a public opening for this Bid
1462 Strongs Ave
Stevens Point WI 54481

For further information regarding this
RFB contact Chris Schultz
At (715) 346-1393
Email: schultzc@co.portage.wi.gov

Issued: 2/13/2024

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1. GENERAL INFORMATION AND SCOPE

The County of Portage Wisconsin (County), through its Purchasing Department (Purchasing), requests bids to establish contracts for the purchase of road materials for the Highway Department in **2024**.

The attached Standard Terms and Conditions shall govern this bid unless specifically modified in these bid documents. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification or condition of bid, Purchasing reserves the right to delete that specification or condition of bid. Failure to meet specification requirements shall disqualify your bid. Vendors may not submit their own contract document as a substitute for these terms and conditions.

Retain a copy of these Bid documents for your files. Should you receive an award, these Bid documents become your contract terms and conditions.

Contract Execution: Portage County utilizes a web based electronic signature program (DocuSign) for the execution of contracts that do not require notarization. By submitting your bid you are agreeing to the use of this program to sign documents should you receive an award. There is no cost to the bidder associated with this process.

Definitions: The following definitions are used throughout the RFB documents:

Bidder/Vendor means a company or individual submitting a bid response to this RFB

Contractor means bidder awarded the contract

County means the County of Portage Wisconsin

Purchasing means the County of Portage Purchasing Department

RFB means Request for Bid

State means the State of Wisconsin

Ton means 2,000 lbs.

VendorNet means the State of Wisconsin's electronic purchasing information system

2. CONTRACT TERM

The County intends to award a contract award thru 12/31/2024 for all Non-Project Specific Awards and Project Specific Awards #1 thru #4. The County intends to award a 5-year contract for Project Specific Award #5.

3. QUESTIONS

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB they shall notify the Procurement Director named below of such error and request a modification or clarification.

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted to Purchasing as soon as possible, but no later 2PM on **2/22/2024**. Purchasing will respond to questions if necessary by issuing an official addendum, posted on VendorNet and on the Portage County Website. Bidders are responsible for checking these websites for any addenda before submitting a bid. Failure to acknowledge addenda may disqualify your bid.

<http://vendornet.state.wi.us>

<http://www.co.portage.wi.gov>

Any correspondence or questions submitted must include the bid number

Submit questions in writing via email to:

Chris Schultz, Procurement Director, e-mail: schultzc@co.portage.wi.gov
Phone: 715-346-1393

4. METHOD OF BID

Bidder must submit a unit price for each item. All prices must be quoted in U.S. Dollars. Bidder must bid on the enclosed Bid Offer Form.

5. BID SUBMISSION

Bidders must submit **an original and one copy** including all required materials for acceptance of their bid by the date and time listed on the Bid Cover Sheet. Any bids received after that time and date will be rejected. Receipt of a bid by the US mail system does not constitute receipt of a bid by Purchasing, for purposes of this RFB. Also refer to the Bid Response Requirements.

Faxed and e-mailed bids are not accepted. Bids must be forwarded to:

Portage County Purchasing
1462 Strongs Ave
Stevens Point WI 54481

All bids are to be packaged, sealed, and show the following information on the **outside of the package**:

- Vendor's Name and Address
- Request for Bid Title
- Request for Bid Number
- Bid Due Date

6. BID RESPONSE REQUIREMENTS

In order for your bid to be considered, the following information must be provided by the due date and time listed on the bid cover page. Failure to include any required documents will disqualify your bid. Include an original and a copy:

- 6.1 Signature and Authority Affidavit Form, Attachment A (Acknowledge addendum(s) if any.)
- 6.2 References Sheet, Attachment B
- 6.3 Bid Offer Form, Attachment C

The Signature and Authority Affidavit submitted in response to this RFB must be signed by the person in the Contractor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submittal may disqualify your bid. The County encourages all bidders to print their submission double-sided to save paper

7. METHOD OF AWARD

Award(s) shall be made on the basis of the lowest and most advantageous net unit price per item from a responsive, responsible bidder who meets specifications. Location of source/pit may also be considered. Multiple vendors may be awarded for each non-project specific item based on the best interests of the County.

8. CONTRACT SPECIFICATIONS AND QUANTITIES

The following material shall conform to the most current Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.

- 8.1 Base Aggregate Dense 1 ¼ inch. This material must meet Wisconsin State Specifications.
- 8.2 Base Aggregate Dense ¾ inch. This material must meet Wisconsin State Specifications.
- 8.3 Fractured 3/8 inch seal coat chips. This material must meet Wisconsin State Specifications 475.2 except for the following provisions. Material must be stockpiled prior to May 1, 2021. Approximately 10,500 tons of seal coat chips is estimated for the 2021 chip seal program.

<u>Sieve Size</u>	<u>% by weight passing</u>
3/8"	100
No. 4	0-60
No. 16	0-5
No. 200	0-1

- 8.4 Fractured ¼ inch Washed Seal Coat Chips. This material must meet Wisconsin State Specifications 475.2 except for the following provisions. Material must be stockpiled prior to May 1, 2021. (This item may replace 3/8 inch seal coat chips).

<u>Sieve Size</u>	<u>% by weight passing</u>
1/4"	100
No. 4	0-100
No. 8	0-40
No. 16	0-10
No. 50	0-5
No. 200	0-1

- 8.5 Concrete Sand. This material must meet Wisconsin State Specifications.
- 8.6 Washed Round Coarse Aggregate Size No. 2. This material must meet Wisconsin State Specifications.
- 8.7 Washed Fractured Coarse Aggregate Size No. 2. This material must meet Wisconsin State Specifications.
- 8.8 Special Blended Sand. This material must meet Portage County's Specifications. Material must be available by November 1, 2024.

Special Sand Gradation

<u>Sieve Size</u>	<u>% by Weight Passing</u>
# 4	95-100
# 10	70-90
# 40	40 Max
#200	0-5

- 8.9 Granite – This material will be crushed or screened with 100% passing 1-1/4 inch sieve.
- 8.10 Bank Run Fill with 100% passing 2-inch sieve.
- 8.11 Bank Run Fill with 100% passing 6-inch sieve.

- 8.12 Select crushed Breaker Run. This material must meet Wisconsin State Specifications.
- 8.13 6-12 inch screened fractured rock.
- 8.14 12-24 inch screened fractured rock.
- 8.15 Crushed Limestone - This material will be crushed or screened with 100% passing 1 inch sieve.
- 8.16 Aggregate for Bridge Polymer Overlays – Material shall meet the following requirements and must be from a WisDOT approved source: Natural or synthetic aggregates that is non-polishing, clean, free of surface moisture, fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and conform to the following:

Property	Requirement	Test Method
Moisture Content	½ of the measured aggregate absorption %	ASTM C566
Hardness	26.5	Mohs Scale
Fractured Faces	100% with at least 1 fractured face & 80% with at least 2 fractured faces of material retained on the No. 16 sieve	ASTM 5821
Absorption	<1%	ASTM C128

Gradation:

Sieve Size	% Passing by Weight
No. 4	100
No. 8	30-75
No. 16	0-5
No. 30	0-1

All material will be picked up by the County on an "as needed basis," and paid for from weight slips with an invoice attached and mailed to the County Highway Department. Please bid price loaded in Portage County's trucks and for self-loading if applicable. Please state on the bid offer form when the material will be available.

The County will be doing routine sampling for compliance with Wisconsin State Specifications. All routine sampling will be for County and compliance purposes only. It is the supplier's responsibility to meet and maintain specifications. Any material not within specifications will be subject to a 10% deduct penalty on all material used on that specific project. Any Contractor not meeting supply and demand or specifications would then cause the County to move to the next most advantageous bidder. Please state on the bid offer form if supplier is willing to take spoil free of charge on a back haul.

The County does not guarantee to purchase any specific quantity. Bids that state the County must guarantee a specific quantity or dollar amount may be disqualified. The County reserves the right to purchase materials outside of this contract if in the best interests of the County.

9. FIRM PRICES

Awarded Contractors may not increase pricing for the entire contract period. Awarded Contractors may lower pricing at any time due to general market conditions. Notices of price reductions shall be sent to Chris Schultz, Procurement Director, schultzc@co.portage.wi.gov. The County will review any adjustment of costs in the event of a contract extension period. The County shall make efforts to mail or email notices to awarded Contractors of any price modifications within 2 working days for items with multiple awards.

10. INVOICING REQUIREMENTS

The County's terms are to pay or reject invoices within 30 days of receipt. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

Vendor Name

Date & Location of Pickup

Quantity and Type of Materials Picked up with Contract Pricing

Weight Slip

11. CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

11.1 The County may terminate the contract at any time at its sole discretion by delivering 10 days written notice to the contractor.

11.2 If at any time the contractor's performance threatens the health and/or safety of the County or the public, the County has the right to cancel and terminate the Contract without notice.

12. APPEALS PROCESS

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or Portage County Ordinance provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with Chris Schultz, Procurement Director, Portage County Wisconsin, 1462 Strongs Ave, Stevens Point, WI 54481, and received in his office no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received in his office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the Procurement Director may be appealed to the Corporation Counsel Office within (5) working days of issuance. The appeal must allege a violation of a Wisconsin Statute or a Portage County Ordinance provision.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

BIDDING COMPANY NAME: _____

FEIN (Federal Employer ID Number) _____ OR Social Security # (if Sole Proprietorship) _____

Address: _____

City _____ State _____ Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this bid.

Name _____ Title _____

Phone (____) _____ Toll Free Phone (____) _____

Fax (____) _____ Email Address _____

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, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

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

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

ATTACHMENT B

REFERENCES

Vendor: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

ATTACHMENT C

BID OFFER FORM

Vendor: _____ **Name of Pit/Source:** _____

Pit/Source Address: _____

Provide a separate Bid Offer Form for each pit location available

Non-Project Specific Awards. May be awarded to multiple bidders.

Line #	Description	Price Per Ton Loaded on County Truck	Price Per Ton Self Load (if available)
1	Base Aggregate Dense 1 ¼ inch		
2	Base Aggregate Dense ¾ inch		
3	Fractured 3/8 inch seal coat chips		
4	Fractured ¼ inch Washed Seal Coat Chips		
5	Concrete Sand		
6	Washed Round Coarse Aggregate Size No. 2		
7	Washed Fractured Coarse Aggregate Size No. 2		
8	Special Blended Sand per Portage County Specifications		
9	Granite – This material will be crushed or screened with 100% passing 1-1/4 inch sieve		
10	Bank Run Fill with 100% passing 2-inch sieve		
11	Bank Run Fill with 100% passing 6-inch sieve		
12	Select crushed Breaker Run		
13	6-12 inch screened fractured rock		
14	12-24 inch screened fractured rock		
15	Crushed Limestone		
16	Aggregate for Bridge Polymer Overlays		
17	Salvaged Topsoil		

Project Specific Awards. Each line may be awarded to one bidder or rejected. The quantities listed for the project specific awards are estimates, the County may purchase more or less material based on the actual needs of the project.

Line #	Description	Project	Estimated Quantity	Price Per Ton Loaded on County Truck	Price Per Ton Self Load (if available)
1	Base Aggregate Dense 1 ¼"	CTH AA between CTH D and Hwy 22	3,500 Tons		
2	Base Aggregate Dense ¾" (Shouldering)	CTH AA between CTH D and Hwy 22	2,500 Tons		
3	Select Crush Breaker Run	CTH AA between CTH D and Hwy 22	2,000 Tons		
4	Base Aggregate Dense ¾" (Shouldering)	CTH S between CTH P and wood county line.	1,500 Tons		
5	Special Blend Sand Per Portage County Specifications.	The county and contractor shall negotiate a pit lease agreement upon award. The contractor shall produce and stockpile the material at their pit location for a five-year period to be used as needed. The county shall pay for 85% of the stockpiled material based off production belt scale weights, which amount shall be due and payable within (30) calendar days upon completion of production. Final payment shall be based on actual tons weighed on the truck scale. Price per ton must include costs for storage of materials.	30,000 Tons		

Spoil Backhaul Available? Yes _____ No _____

An original and one copy of all required forms are included in the submittal? Yes _____ No _____

Portage County is exempt Federal Excise and Wisconsin Sales Taxes, 77.54(9a). WI Stats.
Portage County's CES number is ES 43251.

ATTACHMENT D

STANDARD TERMS AND CONDITIONS

- 1.0 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 and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The County shall be the sole and final judge of equivalency.
- 2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:**
- 2.1** Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.
- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the Portage County Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the County from requesting additional information and/or clarification.
- 3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the County.
- 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 F.O.B. destination freight prepaid and included unless otherwise specified.
- 7.0 PRICING AND DISCOUNT:** The County qualifies for governmental discounts. Unit prices shall reflect these discounts.
- 7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) 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/proposal evaluation.
- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.
- 9.0 ACCEPTANCE-REJECTION:** The County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Portage County Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order 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.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor 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. The County reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The County also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the County.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the County reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, gender identity and gender expression, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the County.

- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Portage County tax liability may have their payments offset by the County.
- 24.0 OPEN RECORDS:** Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 25.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 26.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the County.
- 27.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character directly related to any injuries or damages to any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 28.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 29.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.