

**COUNTY OF KENOSHA**

**REQUEST FOR BID (RFB) #2202**

**COUNTYWIDE FIRE INSPECTION –**

2202A – FIRE EXTINGUISHERS & HOSES

2202B – SPRINKLERS, HYDRANTS, BACKFLOW PREVENTERS

2202C – ALARM PANELS inc. ELEVATOR SHAFTS

2202D – KITCHEN HOODS

**THE VENDOR RESPONSIBILITY FORM  
MUST BE SUBMITTED BY**

**FRIDAY, NOVEMBER 11, 2022, 5:00 PM**

**LATE VENDOR RESPONSIBILITY FORMS MAY CAUSE  
YOUR BID TO BE REJECTED**



**REQUEST FOR BID (RFB)**  
**FOR**  
**COUNTYWIDE**  
**FIRE INSPECTION**  
**BID #2202**

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2202B – SPRINKLERS, HYDRANTS, BACKFLOW PREVENTERS  
2202C – ALARM PANELS inc. ELEVATOR SHAFTS  
2202D – KITCHEN HOODS

Issued by:  
County of Kenosha Purchasing Division

**Bids must be submitted**  
**No later than 3:00 PM Thursday, November 17, 2022 to:**

**County of Kenosha Purchasing Division**  
**1010 56<sup>th</sup> Street, Second Floor**  
**Kenosha, WI 53140**

LATE BIDS WILL BE REJECTED  
There will be a public opening for this Bid conducted at  
1010 56<sup>th</sup> Street, Second Floor  
Kenosha, WI 53140

**MANDATORY PRE-BID SITE VISITS SCHEDULE –**  
**SEE PAGE 6 FOR DETAILS**

For further information regarding this  
RFB contact:  
Tricia Stuart  
(262) 653-2896  
[Tricia.stuart@kenoshacounty.org](mailto:Tricia.stuart@kenoshacounty.org)

Issued: 10/18/2022

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ATTACHMENT B – REFERENCES SHEET

ATTACHMENT C – BID OFFER FORMS (SEPARATE FILES)

2202A BID OFFER FORM

2202A2 BID OFFER FORM

2202B BID OFFER FORM

2202C BID OFFER FORM

2202D BID OFFER FORM

ATTACHMENT D – ETHICS COMPLIANCE NOTICE & ADDENDUM

ATTACHMENT E – LOCATIONS & CONTACTS

ATTACHMENT F – STANDARD TERMS AND CONDITIONS

## 1. GENERAL INFORMATION AND SCOPE

The County of Kenosha Wisconsin (County), through its Purchasing Division (Purchasing), requests bids to establish a contract for Countywide Fire Inspection services for various County facilities and vehicles. This bid shall be divided into 4 separate categories, and bidders have the option to submit bids for as many of the categories as they desire. Specifications for each category can be found in the following documents (**separate downloads**):

**2202A – FIRE EXTINGUISHERS & HOSES**

**2202B – SPRINKLERS, HYDRANTS, BACKFLOW PREVENTERS**

**2202C – ALARM PANELS inc. ELEVATOR SHAFTS**

**2202D – KITCHEN HOODS**

The inspections may occur at various intervals throughout the year at different buildings. All inspections must be completed on time as directed in the bid. All inspections shall be performed per manufacturers manual and shall abide by the latest NFPA code, the latest Life Safety Code, the latest State of Wisconsin Administrative Code Chapter SPS 314 and the latest City of Kenosha, WI Code of General Ordinances Chapter III, Fire Prevention Bureau.

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 may 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.

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 a bidder awarded the contract

County means the County of Kenosha Wisconsin

Purchasing means the County of Kenosha Purchasing Division

RFB means Request for Bid

State means the State of Wisconsin

Vendor Portal means the State of Wisconsin's Vendor Portal (eSupplier)

## 2. CALENDAR OF EVENTS

This calendar is subject to change at the sole discretion of Kenosha County. All attempts will be made to adhere to this calendar. However, due to circumstances beyond our control, it may be necessary to modify the events and/or dates and times. Any modifications will be by written addendum on the State of Wisconsin VendorNet system.

Event	Date
Pre-Bid Conference	*SEE DETAILED SCHEDULE BELOW
Last Date for Questions	MON NOV 7 <sup>TH</sup> @5:00 PM
Addendum Posted (estimated and if needed)	WED NOV 9 <sup>TH</sup>
Vendor Responsibility Due	FRI NOV 11 <sup>TH</sup> @5:00 PM
Bids Due	THURS NOV 17 <sup>TH</sup> @3:00 PM
Award of Contract ( <i>estimated</i> )	WED NOV 30 <sup>TH</sup>
Work Commences	JANUARY 1, 2023

### 3. CONTRACT TERM

January 1, 2023, through December 31, 2024, with possible additional one-year renewal options. Any extension must be authorized by mutual agreement of the vendor and the County.

### 4. MANDATORY PRE-BID SITE VISIT

For vendor site visits, please the schedule below. No additional charges shall be allowed for lack of information. Failure to visit and inspect the site or failure to examine any and all bid documents prior to submitting a bid will in no way relieve the successful bidder from the necessity of furnishing, without additional cost to the County, any materials or equipment or performing any work that may be required to complete the work in accordance with the specifications.

The purpose of the site visit is for each bidder to view and become familiar with the layout of each building and any obstacles or difficulty to access inspection places within a building. The site visit is also to verify the quantities and types of fire suppression systems for bid specification accuracy.

Any conversations or information provided by the County staff member during a site visit shall not become part of this bid. All questions pertaining to the site visit must be in writing and addressed to the person in Section 7 of the bid.

**IMPORTANT: ALL VENDORS WILL BE REQUIRED TO WEAR A FACE MASK, THROUGHOUT EACH INSPECTION AT BROOKSIDE/WILLOWBROOK and KENOSHA COUNTY DETENTION CENTER (KCDC). TEMPERATURE CHECKS MAY BE CONDUCTED PRIOR TO ENTRY.**

**THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT!**

PRE-BID INSPECTIONS				
DAY/DATE	TIME	LOCATION	SITES COVERED	CONTACT
MON 10/24	9:00 AM	Kemper Center Entrance X 6501 - 3rd. Ave. Kenosha	Kemper Center	Chris White
WED 10/26	9:00 AM	Kenosha County Center 19600 - 75th St. Bristol	Kenosha Co Center & Maintenance Garage	Patty Bilski

THURS 10/27	9:00 AM	Brookside Care Center 3506 Washington Rd. Kenosha	Brookside Care Center / Willowbrook Assisted Living	Scott McClain
FRI 10/28	1:00 PM	Brighton Dale Golf Course 830 - 248th Ave Kansasville	Brighton Dale Golf Course Clubhouse	Doug Shulski
MON 10/31	8:30 AM	Kenosha Co Job Center Entrance A (north side) 8600 Sheridan Rd. Kenosha	Kenosha Co Job Center	John Giannini
TUES 11/1	9:00 AM	Fleet Maintenance Building 1116 - 57th St. Kenosha	Fleet Maintenance Bldg. Public Safety Bldg Pre-Trial Facility	Eric Machak
WED 11/2	9:00 AM	Kenosha Co. Administration Building 1010 - 56th St. Kenosha	Courthouse Molinaro Bldg Administration Bldg Parking Ramp Madrigano Bldg	Rhonda Haidinger
THURS 11/3	1:00 PM	Kenosha Co Detention Center 4777 - 88th Ave. Kenosha	Kenosha Co Detention Center & East Storage Bldg.	Jim Pierangeli Brian Giles
FRI 11/4	1:00 PM	Petrifying Springs Golf Course 4909 - 7th St. Kenosha	Petrifying Springs Golf Course Clubhouse	Chris White

## 5. VENDOR REGISTRATION

Complete Bid or Proposal packages may be obtained from the State of Wisconsin's VendorNet website <https://vendornet.wi.gov/>. To receive notifications of addendum and future bids, vendors must register with <https://esupplier.wi.gov/>. There is no fee to register. If you do not have internet access, contact this office for a hard copy of this bid.

## 6. THIRD PARTY BID SERVICES

Kenosha County is not responsible for the content of any bid package received through any 3rd party or bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received through any 3rd party source.

## 7. QUESTIONS

\*If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, they shall notify the contact person 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 than Monday, November 7<sup>TH</sup> 2022 at 5:00 pm. Purchasing will respond to questions, if necessary, by issuing an official addendum, posted on The State of Wisconsin's VendorNet site. Bidders are responsible for checking the portal for any addenda before submitting a bid. Failure to acknowledge addenda may disqualify your bid.

Any correspondence or questions submitted must include the bid number.

**Submit questions in writing via email to:**

**Tricia Stuart, Purchasing Specialist,**  
e-mail: [tricia.stuart@kenoshacounty.org](mailto:tricia.stuart@kenoshacounty.org)

No other employee or representative of Kenosha County is authorized to interpret or give information as to the requirements of this bid in addition to that contained in or amended to this written bid document. **Bidders are instructed not to contact any other County department or employee regarding this bid other than those listed in Section 4 during scheduled inspections.** Any unauthorized contact regarding this bid may be cause for rejection of a bid, at the sole discretion of the County.

## 8. METHOD OF BID

Bidder must submit pricing for each line item in US Dollars, complete and inclusive of all charges as designated on the enclosed Bid Offer Form. Pricing must be submitted for all category options. Failure to provide all pricing may result in the rejection of your bid. Vendor is responsible for all delivery charges, freight, importing/exporting fees and services, tariff charges, licensing, or any other fees associated with this bid. Bids requiring an order minimum shall be disqualified.

## 9. BID SUBMISSION

Bids must be received in a sealed envelope or container no later than the time set for the receipt of bids. Delivery of a bid to any other Kenosha County department or office is not acceptable and may result in your bid arriving late in the Purchasing Division office. Receipt of a bid by the US mail system does not constitute receipt of a bid by Purchasing. Late bids will not be accepted.

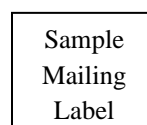
The following information must be clearly marked on the front of the envelope/shipping package:

Name & Address of Bidder  
Due Date of Bid  
Bid Number & Title

The following sample mailing label is provided here for your convenience:



From: _____ _____ _____	<b>To: Tricia Stuart, Purchasing Specialist Kenosha County Purchasing Division 1010 – 56<sup>th</sup> Street, 2<sup>nd</sup> Floor Kenosha, WI 53140</b>
SEALED BID RFB #2202 Countywide Fire Inspection Category A, B, C or D Due Date: November 17, 2022 at 3:00 PM	



## 10. BID RESPONSE REQUIREMENTS

In order for your bid to be considered, the following information shall be provided by the bid due date and time. Include:

- 10.1 Signature and Authority Affidavit Form, Attachment A
- 10.2 References Sheet, Attachment B
- 10.3 Bid Offer Form(s), Attachment C
- 10.4 Ethics Compliance Addendum, Attachment D
- 10.5 Bid Bond

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 this forms/information with your bid submittal may disqualify your bid. The County encourages all bidders to print their submission double-sided to save paper.

## 11. METHOD OF AWARD

Each category (2202A, 2202B, 2202C, 2202D) of this bid will be awarded **separately** on the basis of the lowest annual inspection costs from a responsive, responsible bidder who meets the requirements. In the event of a mathematical error, unit prices shall prevail. Pricing must be submitted for all category options. Failure to provide all pricing may result in the rejection of your bid. Pricing submitted for other testing, labor rates, miscellaneous is for informational purposes only. However, the County reserves the right to reject any or all bids and to select the vendor(s) considered by the County to be most advantageous. Previous service may be considered when making this award. No subcontractors are allowed for this bid.

## 12. BIDDER/CONTRACTOR QUALIFICATIONS

To be eligible for a contract award, you must be qualified and able to provide the following:

- 12.1 Bidder must supply references of the three (3) *most recent firms* to which similar services have been provided during the past two years to a comparable-sized and like

- institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Attachment B to list references.
- 12.2 Bidder must be in the business of fire inspection services for at least the past five (5) years.
- 12.3 **No subcontractors are allowed for this bid.**
- 12.4 Bidder must have the appropriate licensures and/or certifications to conduct required inspections listed in this bid. It is recommended that service personnel are NICET certificated in fire safety or they must be trained in one or more of the following:
1. Factory trained and certified
  2. NICET, National Institute for Certification in Engineering Technologies fire alarm certified
  3. International Municipal Signal Association fire alarm certified
  4. Certified by a state or local authority
  5. Trained and qualified personnel employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems.
  6. Have current license issued by State of Wisconsin Fire Marshal during the term of this contract.
  7. Assure that all vendor employee(s), servicing, performing, conducting testing on portable fire extinguishers, have a current permit issued by the State of Wisconsin Fire Marshal. Firm must submit a copy of licenses with proposal.
  8. Notify the County within five (5) working days if license is suspended or revoked by the State of Wisconsin Fire Marshal during the term of the contract.
- 12.5 Comply with the latest of the following applicable NFPA Standards including, but not limited to;
1. NFPA 3 Standards for Commissioning of Fire Protection and Life Safety Systems
  2. NFPA 10 Standards for Portable Fire Extinguishers
  3. NFPA 17A for Standard for Wet Chemical Extinguishing Systems
  4. NFPA 25 for Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
  5. NFPA 72 for National Fire Alarm and Signaling Code
  6. NFPA 75 Standard for the Fire Protection of Information Technology Equipment
  7. NFPA 291 for Recommended Practice for Fire Flow Testing and Marking of Hydrants
  8. NFPA 1915 Standard for Fire Apparatus Preventive Maintenance Program
  9. State of Wisconsin licensing and regulations
  10. State of Wisconsin Fire Marshal regulations
  11. OSHA standards for portable fire extinguishers.

### 13. VENDOR RESPONSIBILITY

A bid may be rejected if a bidder fails to meet any one of the following qualifications:

Responsibility Questionnaire: To be considered a responsible bidder, a company or individual shall have appropriate legal authority to do business in the State of Wisconsin, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls, and acceptable performance on previous contracts, if any.

Vendors submitting responses to this bid invitation are required to complete and submit a Vendor Responsibility Questionnaire. The completed Vendor Responsibility Questionnaire may be emailed to the contact person listed in Section 7. NO OTHER BID FORMS MAY BE EMAILED. The completed

questionnaire will be evaluated by the County or its consultant and responsibility determinations will be made by the County. Kenosha County reserves the right to disqualify a vendor based on previous violations of Federal, state or local law and / or any other information obtained from this questionnaire. Providing false, misleading, incomplete or inaccurate information is grounds for disqualification.

The completed questionnaire is valid for the current calendar year; however, the County may require an updated form to be submitted upon request. Per statute 66.0901(2), the contents of this form are to be held confidential by the County and are not a public record.

Vendors may be required to submit additional information upon request.

Financial and Organizational Capacity: Factors to be considered include, but are not limited to, assets, liabilities, recent bankruptcies, equipment, facilities, personnel resources and expertise, availability in consideration of other business commitments, or existence of appropriate accounting and auditing procedures for control of property and funds.

Legal Authority: Factors to be considered include, but are not limited to, authority to do business in the State of Wisconsin, licensing, debarment by the State of Wisconsin or Federal Government due to a prevailing wage violation, OSHA violations, violations of other local, state or Federal law, etc.

Integrity: Factors to be considered include, but are not limited to, criminal indictments or convictions, civil fines and injunctions imposed by governmental agencies, anti-trust investigations, ethical violations, tax delinquencies, debarment by federal, state or local governments, or prior determinations of integrity-related non-responsibility.

Previous Contract Performance: Factors to be considered may include reports of less than satisfactory performance, early contract termination for cause, contract abandonment, court determinations of breach of contract, etc.

#### 14. CONTRACT QUANTITIES

The quantities identified for each item on the Bid Offer Forms are estimated for bid purposes only and are based on historical data. 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.

#### 15. LOCATIONS

The successful bidder shall provide professional fire inspection services, to include labor, travel time, materials, tools and equipment to meet the requirements for various County facilities. A current list of locations is shown on Attachment E. **No additional charges will be allowed beyond the amounts listed on the Bid Offer Form.**

Bid specifications may not be revised without an official written addendum issued by Purchasing.

A current list of locations and building chiefs is listed on Attachment E.

NEW OR DELETED ITEMS: The county reserves the right to add new locations and/or services to this contract based on changes unknown at the time of this bid. Contractor(s) prices must be

comparable to current contract pricing for like services. Contractor shall promptly notify Purchasing of new or discontinued products.

## 16. INSPECTIONS

Inspection, testing, and maintenance shall be at frequencies in accordance with procedures meeting or exceeding those established in the latest NFPA standard for the inspection, testing, and maintenance for all types of inspections listed in this bid and its attachments and in accordance with the manufacturer's instructions. The more stringent testing and intervals, either NFPA or the manufacturer's, shall apply to this bid. Detailed inspection information can be found in the documents listed under Section 1 of this bid.

The inspection time frames shall be provided by the Building Chief for each building and must be adhered to. Inspections performed outside of these times frames, unless requested by the Building Chief, will not be paid by Kenosha County.

It is the vendor's responsibility to **schedule the inspections a minimum of 24 hours in advance** by contacting the building designee listed on Attachment E.

## 17. SPECIAL FACILITIES

Brookside Care Center is the Kenosha County nursing home and must adhere to the Life Safety Code® and the State of Wisconsin Administrative Code Chapter DHS 132. Willowbrook Assisted Living is also a Kenosha County facility adjacent to Brookside Care Center and must adhere to the Life Safety Code® and the State of Wisconsin Administrative Code Chapter DHS 83. Because of health concerns of the elderly residence the bidder should note the health concerns for these facilities.

The Kenosha County Detention Center and Kenosha County Jail will require advance notice prior to service; these facilities also require background checks.

The Kenosha County Courthouse and the Kenosha County Job Center must be tested between the hours of 5:00 pm and 11:00 pm. The Building Chief may offer extended hours of availability for the convenience of the vendor but shall be at no additional charge to the County.

## 18. DOCUMENTATION/REPORTING

Successful bidder must document and provide documentation of all types of the fire inspections covered in this bid. The **Building Chief** for each location **must sign the inspection document upon completion of the services** confirming the services were performed to the satisfaction of the County. **No payments will be made until approved documents are provided.** Reports must be provided in **both** paper and electronic formats to the site-specific contact (Building Chief) *and* electronic format only to the Purchasing Division at [PurchasingDivision@kenoshacounty.org](mailto:PurchasingDivision@kenoshacounty.org). Prior to the award of a contract, the bidder must provide a sample report of each type of fire inspection that is bid.

The reports must have at a minimum the following information:

- The vendor shall complete a report of the inspections and tests with recommendations for each building

- This report shall state the number of units inspected, any units that required maintenance checks beyond the standard annual schedule, any units that required testing beyond the standard annual test, and any necessary repairs or replacement parts required to maintain the unit in a proper operating condition.
- Report will contain all information indicated by NFPA.

## 19. KENOSHA COUNTY STAFF

- Kenosha County staff will assist with providing entry and directions to locate the systems.
- Kenosha County staff is NOT to assist with testing or any work with the inspections.
- Vendor must provide adequate staff to perform the testing and is not to rely on County staff or assume any assistance from County staff.
- The vendor shall provide all tools and equipment, ladders necessary to perform the test. The County is not responsible to provide tools, equipment, ladders, or parts for the vendor.

## 20. HEALTH & SAFETY

The successful bidder shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold harmless Kenosha County for any action on its part or that of the bidder's employees that results in illness, injury or death.

## 21. MISCELLANEOUS

### Travel Times

During the course of the services, Kenosha County shall not pay for travel time to and from any County facility. The cost for travel is to be included in the pricing. Kenosha County will not pay for any travel expenses, such as, but not limited to, food, trip charges or minimums, lodging and fuel. Fuel surcharges are not allowed for this contract.

### Uniforms and Protective Clothing:

The successful bidder's technicians working in or on Kenosha County property shall wear a properly fitted company uniform with the name of the technician and the company on the uniform. The bidder shall determine and provide additional personal protective clothing and equipment required for the safe performance of work. Protective clothing and equipment shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Costs for this clothing and equipment shall be the responsibility of the bidder/contractor.

### Facility Contingency:

As Kenosha County adds facilities, the County may require the awarded contractor(s) to inspect and service locations not currently listed in this bid. The bidder shall provide the services at the same cost as listed on the contractor's bid, or current rate paid by the County, and shall remain firm for the term of the contract. In addition, the County may demolish, vacate or designate a building to cold storage during the term of the contract; the County shall not be responsible any cost resulting in the removal of the building from the bid.

## 22. ON-SITE SERVICE

In carrying out the scope of this contract, the Contractor shall be required to perform services on County property. Bidders must include all transportation and insurance charges. Failure to include these costs may disqualify your bid.

Kenosha County reserves the right to contract with another vendor to provide service if the awarded Vendor is unable to provide services for any reason or make necessary resolutions within a reasonable specified timeframe.

## 23. FIRM PRICES

The awarded contractor(s) must hold the accepted costs for the entire contract period. Price increase requests upon contract renewal must be justified with supporting documentation of industry-wide increases but may not exceed two percent (2%). Price increase requests must be submitted in writing to Kenosha County Purchasing Division at least ninety (90) days before the end of the current contract period. The County will review any adjustment of costs before the beginning of a contract renewal period.

## 24. 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:

- a. Vendor name
- b. Bid number / contract
- c. Complete service description including, but not limited to;
  1. Service location
  2. Date of service
  3. Detail of services performed
  4. Required frequency of services performed
  5. Results of services performed
  6. Name and contact information of the qualified technician that performed the services
- d. Remit to address
- e. Prices per the contract
- f. The original invoice must be sent to the ship-to address shown on the Purchase Order.

## 25. CONTRACT CANCELLATION

This Contract may be terminated under the following conditions:

The County may terminate the contract at any time at its sole discretion by delivering thirty (30) days written notice to the Contractor.

If the problem is service performance, Contractor may be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Contractor may be given a period of

time to 'cure' the performance. If the performance does not improve, Contractor will be given ten (10) days written notice that the contract will be cancelled.

Upon termination, the County's liability will be limited to the pro rata cost of the services performed as of the date of termination.

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.

If the Contractor fails to maintain the required licensures and/or certifications necessary to perform inspections, the County has the right to cancel and terminate the contract without notice.

If the Contractor fails to maintain and keep in force the insurance as required, the County has the right to cancel and terminate the contract without notice.

## **26. CONFIDENTIALITY**

Contractor acknowledges that some of the data, documentation, and facility residents (Brookside and Willowbrook) it may become privy to in the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it or its employees do not disseminate such confidential information.

Contractor or its employees will not reuse, sell, or make use in any format the data researched or compiled for this contract for any venture, profitable or not, outside this contract.

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the County's or the manufacturer's, bidder's, or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the County or while on County premises.

The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, and assigns which are engaged by the County of the restrictions, present and continuing, set forth herein. Contractor shall be liable for all damages resulting from its breach of confidentiality and defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, and assigns regarding the restrictions herein.

## **27. SPECIAL CONDITIONS OF THIS BID**

### **INDEMNITY AND INSURANCE REQUIREMENTS:**

A bid may be rejected if a bidder fails to meet any one of the following insurance requirements:

Contractor agrees to indemnify, hold harmless and defend Kenosha County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or occurring

out of the acts or omissions of the Contractor, its agents or employees, regardless of whether or not it is caused in part by Kenosha County. Contractor shall notify Kenosha County immediately upon the commencement of any litigation against Contractor where there is any possibility Kenosha County may be made a party thereto.

Contractor agrees to protect itself and Kenosha County under the indemnity agreement set forth in the above paragraph. Contractor will at all times during the terms of this Contract keep in force and effect the insurances listed below and such insurance policies must be issued by a company or companies rated A- VII or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage;

Commercial General Liability *	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Automobile Liability – Combined Single Limit *	\$1,000,000
Excess/Umbrella Liability – Each Occurrence and Aggregate Limits *	\$1,000,000
Workers Compensation	Statutory Limits
Contractor’s Environmental (Pollution) Liability (Liability for pollution conditions due to your operations)	
Each Incident	\$1,000,000
Aggregate	\$1,000,000
Employer’s Liability – Each Accident / Disease Each Employee / Disease Policy Limit *	\$500,000 Each

\*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

Property and Equipment Contractor shall purchase and maintain at its own discretion and expense, Property/Builder’s Risk/Installation Floater Insurance in an amount equal to the insurable value of the Contractor’s property, whether off site or in transit, to cover any equipment, tools, tangible personal property, and material/product to be installed. Contractor assumes all liability and risks, and agrees to waive all claims against Kenosha County, for damage to or loss of equipment, machinery, tools, supplies, material/product to be installed, and other tangible personal property



owned or supplied by Contractor and utilized or intended to be utilized during the course of Contractor's Work. Any insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of Kenosha County and shall name Kenosha County as Additional Insured.

Coverage afforded shall apply as primary with Kenosha County named as an additional insured on the commercial general, and excess/umbrella liability policies. Contractor shall give 30 days advance written notice of cancellation or non-renewal during the term of this Contract. An endorsement in favor of Kenosha County waiving the Contractor's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.

Contractor shall not discontinue or change any of the above referenced liability insurance policies in effect during any part of this contract without buying "tail end" insurance to cover potential claims that may have occurred during the term of this agreement. Completed Operations and Products liability insurance shall be maintained for a period of 2-years after completion and acceptance of the Project by Contractor, or such longer period as may be reasonably required by Kenosha County. The hold harmless, indemnity and insurance provisions of this contract shall survive the termination of this contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.

Upon execution of this Contract, the Contractor shall furnish Kenosha County with a certificate of insurance, showing evidence of the above requirements. Certificate must be submitted to Kenosha County within four (4) business days after receipt of purchase order, execution of contract or other written authorization. If certificate is not submitted within four (4) business days, Kenosha County, at its sole discretion, may void the contract and award to the next low, responsive and responsible bidder.

## **28. BID BOND**

Bidder shall submit with their bid a cashier's check or bid bond in the amount of five percent (5%) of the total bid price. Check or bid bonds shall be payable to Kenosha County. This check/bond shall be forfeited to the County if the awarded bidder fails to enter into a contract for the work awarded and file approved performance & payment bonds for the full amount of the contract price within ten (10) business days from date of issuance of an official Kenosha County Purchase Order. Such bond shall be issued from a reliable surety company having a current A.M. Best rating of A- or better, licensed or otherwise authorized to do business in the State of Wisconsin and acceptable to Kenosha County.

## **29. ASSURANCE OF PERFORMANCE AND PAYMENT**

The awarded Contractor shall supply within ten (10) business days after award of contract, a Payment and Performance Bond in the amount of 100% of the total estimated annual contract price covering the faithful performance of this contract, in all terms and conditions thereof through the initial twelve month term thereof between the County and the Contractor and which will further

indemnify and save harmless the County from all cost and damages by reason of the Contractor's default, breach or failure to satisfactorily complete any of the following terms:

Payment to all entities, individuals, and the like furnishing labor or materials in connection with this contract: and

Successful, full and satisfactory completion, including the dates specified between the County and the Contractor, of the installation, ongoing operation and performance, consumable supplies and maintenance herein concerned. In the event of any breach on the part of the Contractor, the Surety and/or the County shall have the right to take possession, custody, and control of any work site and/or installation and to complete and operate same forthwith. In the event of control and operation of any site(s) by the County or Surety, the County shall incur no financial obligation to the Contractor, and shall recover from the Contractor or Surety and cost of cover, i.e. additional cost, if any, incurred by the County in operating any site(s) during the breach by the Contractor.

Such bond shall be issued from a reliable surety company having a current A.M. Best rating of A- or better, licensed or otherwise authorized to do business in the State of Wisconsin and acceptable to Kenosha County. If the Payment and Performance Bond is not submitted within ten (10) business days after award of the contract, Kenosha County, at its sole discretion, may void the contract and award to the next low, responsive and responsible bidder.

### **30. CHANGES IN THE WORK**

No changes in the work may be made by the Contractor without having prior written approval of Purchasing. The County may at any time, without invalidating the Contract and without notice to Sureties, order changes in the work by written Change Order or Field Order. Such changes may include additions and/or deletions. No officer, employee or agent of the County is authorized to direct any extra or changed work verbally, except in an emergency endangering life or property. The County shall not be liable to the Contractor for any increased compensation without such written order.

### **31. EQUIPMENT AND/OR MATERIALS ON SITE**

The successful bidder or an authorized representative must transport all equipment and material to be used as part of this contract to each site at each visit. No equipment or materials shall be left at the job site.

### **32. BACKGROUND CHECKS**

#### **Kenosha County Jail & Kenosha County Detention Center:**

Any service technicians entering restricted areas of the facility are required to be accompanied by the Building Chief at all times. There will be certain hours of the day that the Building Chief will not be available. Therefore, service appointments must be scheduled a minimum of 24 hours in advance during specific blocks of time when the Building Chief is available, and these appointments must be strictly adhered to. Technicians arriving outside of the scheduled block of time for appointments may be denied access or may have to wait until the Building Chief is available.

#### **Brookside Care Center & Willowbrook Assisted Living:**

Excluded Providers: Prior to providing Services hereunder and at least monthly thereafter, Vendor shall review the U.S. Department of Health and Human Services Office of Inspector General internet database for the List of Excluded Individuals/Entities (currently <https://oig.hhs.gov/exclusions/index.asp>), Excluded Parties Listing System (currently <https://www.sam.gov/SAM/pages/public/extracts/samPublicAccessData.jsf>), State of Wisconsin Office of Contract Compliance Vendor Directory (currently <https://doa.wi.gov/Pages/StateEmployees/Procurement.aspx>) and other appropriate sources to insure that Vendor and none of the officers, employees, or agents of Vendor (collectively, the "Vendor Personnel") have been excluded from or sanctioned by Medicare, Medicaid or any other federal health care program and are not otherwise excluded from participation in the business and services conducted or provided by Facility or Vendor. Vendor shall notify Kenosha County in writing within three (3) days of becoming aware that it and/or any Vendor Personnel have been excluded from or sanctioned by Medicare, Medicaid or any federal health program, or that any such exclusion or sanction has been threatened or is pending. Vendor shall retain documentation of its monthly exclusion checks and shall provide such documentation to Kenosha County within three (3) days of Kenosha County's request for such documentation.

**Background Checks:**

Vendor shall, at its own expense, ensure that the Vendor Personnel undergo any and all required background checks at least (2) two weeks prior to the provision of Services by any such Vendor Personnel and at least (2) weeks prior to the presence of any such Vendor Personnel at any County location. Vendor shall conduct background checks periodically, as required by any applicable federal, state or local statute or regulation. Vendor shall notify Kenosha County in writing within three (3) days of becoming aware that any Vendor Personnel has been charged with or convicted of any crime.

**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**

**COMPLETED PROJECT REFERENCES**

**Vendor:** \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to your three (3) most recent 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) and/or Service(s) Provided: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s) and/or Service(s) Provided: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s) 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 – SEPARATE FILES**

**BID OFFER FORMS**

\*BIDDERS MAY SUBMIT OFFER FORMS FOR MULTIPLE CATEGORIES\*

**EACH CATEGORY WILL BE AWARDED SEPARATELY**

EACH BID OFFER FORM IS A SEPARATE FILE THAT MUST BE DOWNLOADED INDIVIDUALLY

BID OFFER FORMS (must download each attachment separately):

**2202A – FIRE EXTINGUISHERS & HOSES**

2202A OFFER FORM

2202A2 OFFER FORM

**2202B – SPRINKLERS, HYDRANTS, BACKFLOW PREVENTERS**

2202B OFFER FORM

**2202C – ALARM PANELS inc. ELEVATOR SHAFTS**

2202C OFFER FORM

**2202D – KITCHEN HOODS**

2202D OFFER FORM

All required forms are included in the submittal? Yes \_\_\_\_\_ No \_\_\_\_\_

Is bid bond included? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you have all necessary licenses to perform the services required? Yes \_\_\_\_\_ No \_\_\_\_\_

Kenosha County is exempt from Federal Excise and Wisconsin Sales Taxes, 77.54(9a)(b) WI Stats.

Kenosha County's CES number is 008-1020421892-06.

**ATTACHMENT D**

**ETHICS COMPLIANCE NOTICE & ADDENDUM**

**PUBLIC NOTICE PERTAINING TO ALL REQUESTS FOR PROPOSALS AND BIDS REGARDING KENOSHA COUNTY POLICY ON ETHICS IN GOVERNMENT**

In addition to ethical standards set forth in Wisconsin Statutes Section 19.59 for all County employees and officials [either elected or appointed] Kenosha County has adopted an Ethics Policy that is applicable to County employees in conducting county business. That policy may be reviewed at

<http://www.kenoshacounty.org/DocumentCenter/Home/View/578>

The Ethics Policy is intended to ensure that public trust in Kenosha County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes:

- the misuse or misappropriation of County property or funds for personal use or otherwise,
- use or disclosure of confidential information for personal gain or otherwise,
- elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by County employees,
- the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee,
- and the conducting of personal business or campaigning during working hours.

This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy by either other employees or by any nonemployee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. Contracts with Kenosha County also require that any party contracting with Kenosha County also report any violation to either the District Attorney or Corporation Counsel for Kenosha County.

In addition, Wisconsin Statutes Sections, 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract are considered Class 1 felonies and activity considered in violation of these statutes will be reported to the Kenosha County Sheriff for investigation and the Kenosha County District Attorney for prosecution.

In submitting a bid or proposal in response to a request for bids or proposals, a party must acknowledge both in this response as well as in any subsequent contract that:

1. The party has read this notice in its entirety, understands its content and agrees to be bound by the provisions herein, and
2. The party knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and

3. It is acknowledged that it is a crime under sec. 946.13 wis. stats., if any public official or employee shall, in his or her private capacity, negotiate or bid for or enter into a contract in which he or she has a private pecuniary interest, direct or indirect, if at the same time he or she is authorized or required by law to participate in his other capacity as such officer or employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on his or her part, nor shall any official or employee, in his official capacity, participate in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on his or her part. in the event wis. stat, secs. 946.12 and 946.13 are violated, it is understood that this contract may be voided at the discretion of kenosha county.
4. Question pertaining to conflicts or appearance of an impropriety may be addressed to the office of the Kenosha County Corporation Counsel.
5. Violations are required to be reported, and
6. No attempt has been made by anyone on behalf of the party submitting the proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former county official or employee or family or household member of acurrent or former county official or employee, or in any other manner contrary to law, and
7. Kenosha County prohibits communication relative to this request for proposal or bid by a proposer or bidder with any county elected official or employee prior to the time an award has been made, except as provided for in this request for proposal or bid invitation. violation of this section is grounds for disqualification of the party's proposal.
8. Other than the county representative noted herein, no other employee or representative of Kenosha County is authorized to interpret any portion of the request for proposal or bid or give information as to the requirements of this request or amendment thereto. Bidders are instructed not to contact any other county department or employee regarding this proposal.
9. Written questions will be answered in writing to the proposer requesting a response. Proposer's questions and the county's responses will become a public record, and
10. The parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the wisconsin open meetings and public records law and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure and are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the county harmless and to indemnify the county for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the county may be held liable due to the provider's failure to comply with the Wisconsin public records and open meetings laws, or this agreement.
11. That any subsequent finding of a violation of the county's ethics policy by any party or any agent of any party acting either alone or acting in concert with a current or former Kenosha County official or employee may result, at the sole option of Kenosha County, in any subsequent agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha County for a specified period of time in the future.



### ETHICS COMPLIANCE ADDENDUM

It is agreed and understood by all parties to this contract that:

1. In addition to ethical standards set forth in Wisconsin Statutes section 19.59 for all county employees and officials [either elected or appointed] Kenosha county has adopted an ethics policy that is applicable to county employees in conducting county business. That policy may be reviewed at <http://www.kenoshacounty.org/DocumentCenter/Home/View/578>. It is further understood that all county employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.
2. This ethics policy is intended to ensure that public trust in Kenosha county government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes the misuse or misappropriation of county property or funds for personal use or otherwise, use or disclosure of confidential information for personal gain or otherwise, elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by county employees, the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee, and the conducting of personal business or campaigning during working hours.
3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This contract also requires that any party contracting with Kenosha County also report any such violation to either the District Attorney or Corporation Counsel for Kenosha County.
4. By executing this contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and
5. By executing this contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former County official or employee or family or household member of a current or former County official or employee, or in any other manner contrary to law, and
6. The parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the

operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the County harmless and to indemnify the County for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the County may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

7. That any subsequent finding of a violation of either the County's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a current or former Kenosha County official or employee may result, at the sole option of Kenosha County, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha County for a specified period of time in the future.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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**Authorized Signature**

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**Print Name**

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**Title**

ATTACHMENT E – LOCATIONS & CONTACTS

LOCATIONS & CONTACTS

Building Name	Building Chief / Contact Person	Phone Number	Email
Administration Building 1010 - 56th St. Kenosha 53140	Rhonda Haidinger	262-653-2611	<a href="mailto:Rhonda.Haidinger@kenoshacounty.org">Rhonda.Haidinger@kenoshacounty.org</a>
Brighton Dale Links Golf Course 830 - 248th Ave. Kansasville	Doug Shulski	262-857-1865	<a href="mailto:Douglas.Shulski@kenoshacounty.org">Douglas.Shulski@kenoshacounty.org</a>
Brookside Care Center / Willowbrook Assisted Living 3506 Washington Rd. Kenosha 53144	Scott McClain	262-653-3801	<a href="mailto:Scott.McClain@kenoshacounty.org">Scott.McClain@kenoshacounty.org</a>
Detention Ctr East Storage Bldg 4777 - 88th Ave. Kenosha 53144	Brian Giles	262-605-5897	<a href="mailto:Brian.Giles@kenoshacounty.org">Brian.Giles@kenoshacounty.org</a>
Fleet Maintenance Bldg 1116 - 57th St. Kenosha, WI 53140	Eric Machak	262-653-2613	<a href="mailto:Eric.Machak@kenoshacounty.org">Eric.Machak@kenoshacounty.org</a>
Fox River Park 9521 - 304th Ave. Burlington	Garrett Meader	262-496-3461	<a href="mailto:Garrett.Meader@kenoshacounty.org">Garrett.Meader@kenoshacounty.org</a>
Kemper Center 6501 - 3rd Ave. Kenosha 53143	Ed Kubicki or Robin Ingrouille	262-925-8040	<a href="mailto:Ed@kempercenter.com">Ed@kempercenter.com</a> <a href="mailto:Robin@kempercenter.com">Robin@kempercenter.com</a>
Kenosha Co Detention Center 4777 - 88th Ave. Kenosha 53144	Brian Giles	262-605-5897	<a href="mailto:Brian.Giles@kenoshacounty.org">Brian.Giles@kenoshacounty.org</a>
Kenosha Co. Parking Ramp 920 - 54th St. Kenosha 53140	Rhonda Haidinger	262-653-2611	<a href="mailto:Rhonda.Haidinger@kenoshacounty.org">Rhonda.Haidinger@kenoshacounty.org</a>

Building Name	Building Chief / Contact Person	Phone Number	Email
Kenosha County Center Maintenance Garage/Vehicles 19600 - 75th St. Bristol 53104	Patty Bilski	262-857-1991	<a href="mailto:Patty.Bilski@kenoshacounty.org">Patty.Bilski@kenoshacounty.org</a>
Kenosha County Center 19600 - 75th St. Bristol 53104	Patty Bilski	262-857-1991	<a href="mailto:Patty.Bilski@kenoshacounty.org">Patty.Bilski@kenoshacounty.org</a>
Kenosha County Courthouse 912 - 56th St. Kenosha 53140	Rhonda Haidinger	262-653-2611	<a href="mailto:Rhonda.Haidinger@kenoshacounty.org">Rhonda.Haidinger@kenoshacounty.org</a>
Kenosha County Job Center 8600 Sheridan Rd. Kenosha 53143	John Giannini	262-653-2613	<a href="mailto:John.Giannini@kenoshacounty.org">John.Giannini@kenoshacounty.org</a>
Kenosha County Public Safety IT Server Room 1000 - 55th St. Kenosha 53140	Eric Machak	262-653-2613	<a href="mailto:Eric.Machak@kenoshacounty.org">Eric.Machak@kenoshacounty.org</a>
Kenosha County Sheriff's Dept. Squad Cars 1000 - 55th St. Kenosha 53140	Pat Sepanski or Mike Pittsley	262-605-5017  262-605-5127	<a href="mailto:pws141@kenoshajs.org">pws141@kenoshajs.org</a>  <a href="mailto:Mike.Pittsley@kenoshacounty.org">Mike.Pittsley@kenoshacounty.org</a>
Lawyer Building 1100 - 56th St. Kenosha 53140	Rhonda Haidinger	262-653-2611	<a href="mailto:Rhonda.Haidinger@kenoshacounty.org">Rhonda.Haidinger@kenoshacounty.org</a>
Madrigano Building 1108 - 56th St. Kenosha 53140	Rhonda Haidinger	262-653-2611	<a href="mailto:Rhonda.Haidinger@kenoshacounty.org">Rhonda.Haidinger@kenoshacounty.org</a>
Petrifying Springs Golf Course 4909 - 7th St. Kenosha 53144	Andrew Otis	262-857-1865	<a href="mailto:Andrew.Otis@kenoshacounty.org">Andrew.Otis@kenoshacounty.org</a>
Pre-Trial Building 927 - 54th St. Kenosha 53140	Eric Machak	262-653-2613	<a href="mailto:Eric.Machak@kenoshacounty.org">Eric.Machak@kenoshacounty.org</a>

Building Name	Building Chief / Contact Person	Phone Number	Email
Public Safety Building 1000 - 55th St. Kenosha 53140	Eric Machak	262-653-2613	<a href="mailto:Eric.Machak@kenoshacounty.org">Eric.Machak@kenoshacounty.org</a>
The Molinaro Building 912 - 56th St. Kenosha 53140	Rhonda Haidinger	262-653-2611	<a href="mailto:Rhonda.Haidinger@kenoshacounty.org">Rhonda.Haidinger@kenoshacounty.org</a>

## ATTACHMENT F - STANDARD TERMS AND CONDITIONS

- A. 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. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Kenosha County shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- B. ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful bidder will become contractual obligations if procurement action ensues.
- C. 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 of this request and the bidders/proposers shall be bound to the provisions.
- D. QUALITY:** Unless otherwise indicated in the request, all material shall be first quality, new model, and newest model year. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by Kenosha County.
- E. DELIVERY:** Deliveries shall be F.O.B. to the destination listed on the purchase order or contract. Title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to the County.
- F. PRICING AND DISCOUNT:**
- a) 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 and contract administration.
  - b) In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least thirty (30) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
  - c) Pricing errors, bids or proposals having any erasures or corrections must be initialed by the bidder/proposer in ink (preferably blue). Corrections without the signee's initials may be considered a no bid for that item.
  - d) Prices established in continuing agreements and term contracts may be lowered due to general market conditions.
- G. UNFAIR SALES ACT:** Prices quoted to Kenosha County are not governed by the Unfair Sales Act.
- H. ACCEPTANCE-REJECTION:** Kenosha County reserves the right to accept or reject any or all bids/proposals or to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal, as deemed to be in the best interests and sole discretion of Kenosha County.
- I. LATE BIDS:** Bids/proposals must be date and time stamped by the Kenosha County Purchasing Division on or before the date and time that the bid is due. Any bid that is date and time stamped in another office may not be accepted by the Purchasing Division. Receipt of a bid/proposal by the County's internal mail system does not constitute receipt of a bid/proposal by the Purchasing Division. The responsibility for submitting bids to the Kenosha County Purchasing Division on or before the stated time and date is solely that of the respondent.
- J. METHOD OF AWARD:** Bid awards shall be made to the lowest responsible, responsive bidder unless otherwise specified. Proposal awards will be made to the responsible offeror whose bid or proposal is most advantageous to the County of Kenosha, price and other factors considered. Award will be made by the County Purchasing Director (or designee).
- K. PAYMENT TERMS AND INVOICING:** Payments on this contract shall be made by check by Kenosha County upon satisfactory performance of service and submission of invoice to the County. Kenosha County usually will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- a) Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
  - b) A good faith dispute creates an exception to prompt payment.

- L. TAXES:** Kenosha County is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- a) Kenosha County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state.
- M. 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 Kenosha County's administrative costs to retain such replacement.
- N. TERMINATION FOR DEFAULT:** Failure of the awardee to perform any of the provisions of this contract shall constitute a breach of contract, in which case, the County may require corrective action within ten days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days shall constitute a default of the contract. If defaulted, the Contractor shall be liable for liquidated damages, if any. Kenosha County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party with or without solicitation of bids/proposals or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss to the County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.
- O. TERMINATION FOR CONVENIENCE:** Upon seven (7) calendar days written notice delivered by first class post paid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Kenosha County may without cause and without prejudice to any other right to remedy, terminate the agreement for Kenosha County's convenience whenever Kenosha County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Kenosha County the notice of termination must state that the contract is being terminated to the convenience of Kenosha County under the termination clause and the extent of the termination. Upon receipt of such notice, the Contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination. The Contractor shall also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.
- P. NON-APPROPRIATION OF FUNDS:** Kenosha County states that it is our intent to make all payments required to be made under any agreement resulting from this bid or proposal. However, in the event Kenosha County's legislative body, the Kenosha County Board of Supervisors, does not appropriate funds for the continuation of the agreement for any fiscal year after the first fiscal year, and it has no funds to continue the agreement from other sources, said agreement will be terminated without damages or cost for such termination.
- Q. BACKGROUND CHECKS:** All employees of the Contractor who service equipment or perform work in a County facility under this contract may be required to submit to a criminal records background check or security check on a case-by-case basis before allowed access to the facility. Contractor will be required to submit any requested identifying information for each technician and employee and must provide an updated list of technicians and/or employees to the Contract Manager whenever a change in staff occurs.
- R. PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Kenosha County. The Contractor shall not have the right to include the County's name in its published list of customers without prior written approval of Kenosha County. The Contractor further agrees not to publish, publicize, verbalize, print, tape, film, email, internet communication or any other electronic communication or cite in any form, any comments or quotes from County staff.
- S. 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, acknowledgment, or invoice shall be effective or binding unless expressly agreed to in writing by Kenosha County. Any attempt to alter or change the terms and conditions of the bid/proposal document without prior written authorization by Kenosha County shall be cause for termination of the contract at the discretion of the County.
- T. APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin; venue shall be in Kenosha County. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, rules and regulations. Kenosha County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.
- U. ANTITRUST COMPLIANCE:** Those parties contracting with the County, or submitting bids under this Invitation to Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold

harmless the County of Kenosha against any claims to the contrary.

- V. **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 Kenosha County.
- W. **PATENT, COPYRIGHT, TRADEMARK OR SOFTWARE LICENSE INFRINGEMENT:** The contractor selling to Kenosha County the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent, copyright, trademark or software license. The contractor covenants that it will at its own expense defend every suit which shall be brought against Kenosha County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, trademark or software license by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and judgments, orders reasonable expenses, reasonable attorney fees in defense of such actions, in any such suit.
- X. **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to Kenosha County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The equipment or chemicals you would supply to Kenosha County must comply with all requirements and standards as specified by the Occupational Safety and Health Administration and Wisconsin Department of Commerce. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting current regulatory specifications will be refused. The supplier may be required to provide training to County employees in the operation and handling of the item and its maintenance, at the supplier's expense and at the convenience of the County.
- Y. **WARRANTY:** The equipment manufacturer's standard warranty shall also apply as a minimum warranty and must be honored by the contractor. If there are no standard manufacturer's warranties and unless otherwise specifically stated by the bidder/proposer, equipment, materials, products purchased as a result of this request shall be warranted against defects by the bidder/proposer for a minimum of one (1) year from date of receipt.
- Z. **PUBLIC RECORD LAW COMPLIANCE:** It is the intention of Kenosha County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid / proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- a) The Parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to Kenosha County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Kenosha County, its agents, officials and employees harmless and to indemnify them and Kenosha County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Kenosha County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.
- b) Any Public Record Law request received directly by a contractor related to this contract with Kenosha County shall immediately be reported to the contract manager for the County.
- AA. **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request or a contract, must be clearly stated in the bid/proposal or contract itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- a) Data contained in a bid / proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data obtained and all documentation, and innovations developed as a result of the bid / proposal process and or contract shall become the property of Kenosha County.
- b) Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form obtained from the Kenosha County Purchasing Division. Bidders / proposers may request the form if it is



not part of the Invitation for Bid / Request for Proposal package. Bid / proposal prices cannot be held confidential.

**BB. CODE OF ETHICS:** It is acknowledged that Kenosha County officials are bound by the State of Wisconsin Ethics Code and the Kenosha County Ethics Policy. In the event that any party or any agent of any party acts in concert with a Kenosha County official or employee in such a manner as to violate any such ethics provision this Agreement may, at the sole option of Kenosha County, be declared null and void.

**CC. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS**

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which 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 apprenticeships. Contractor will post in conspicuous places, available for employees of the Contractor and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

Contractor is an individual and/or small business. The Equal Employment Opportunity Commission has promulgated specific guidelines governing equal employment responsibilities in this context (known as "contingent employment"), and consistent with this approach, the Department of Labor has expressly excluded temporary employees from the EEO-1 reporting requirements. Accordingly, in compliance with these guidelines, Kenosha County has promulgated internal policies and procedures designed to ensure that contingent workers are hired and placed based solely upon their qualifications.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by the County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations. If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, the County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract but, in either event, Contractor may be ineligible to participate in future contracts with the County.

**DD. 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, provide one (1) copy of a Safety Data Sheet as amended from time to time or other applicable regulations for each item with the shipped container(s) and one (1) copy with the invoice(s).

**EE. FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement 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 United States 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.

**FF. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- a) The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- c) No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- d) Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to FF(a) through FF(c) above; (or)
  - i) He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons

responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to FF(a) through FF(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to FF(a) through FF(c) above.

**GG. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a county contract. The Kenosha County Purchasing Division may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the county.

**HH. EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by Kenosha County, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing office of such person or persons and the Kenosha County Purchasing Director.

**II. RECORD KEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

- a) Kenosha County shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

**JJ. INDEPENDENT CAPACITY OF CONTRACTOR:** 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.

**KK. LITERATURE AND SAMPLES:** When required, literature and/or samples are to be labeled with the bid/proposal number, bid/proposal title, bid/proposal opening date, bid/proposal line number and the part number of the item that was bid/proposed. Literature and/or samples will be sent with the bid, or when requested by the Kenosha County Purchasing Department, to a designated address or to the Kenosha County Purchasing Department. 1010 – 56<sup>th</sup> Street, 2<sup>nd</sup> FL, Kenosha, WI. 53140. Samples will be returned at the expense of the bidder/proposer, upon request.

**LL. PERMITS AND INSPECTION:** When required any and all permits and inspections shall be included in the bid price and shall not be an additional cost to the County.

**MM. OPTIONAL COOPERATIVE PURCHASING AGREEMENT:** It is intended that any other public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. "join" or "piggyback") in any award made as a result of this solicitation under the same terms and conditions. The County of Kenosha shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency utilizing the original contract shall accept sole responsibility for placement of orders and applicable payments to the vendor. Should the Bidder not wish for a contract resulting from this bid to be used by other public agencies, they have the option to decline at the time of request.

**NN. ORDER SEQUENCE FOR BID/PROPOSAL DOCUMENTS:** In the event that any information is listed in this document more than once, the order of document sequence listed below prevails:

- a) All Standard Terms and Conditions are superseded by
- b) Special Terms and Conditions, are superseded by
- c) The Specifications.