

COUNTY OF KENOSHA
REQUEST FOR BID (RFB) #2404
PHASE 2 INFRA-RED HEATING UNIT
REPLACEMENTS AT THE HIGHWAY DIVISION

THE VENDOR RESPONSIBILITY FORM
MUST BE SUBMITTED BY

3/15/2024 5:00 PM

LATE VENDOR RESPONSIBILITY FORMS MAY CAUSE
YOUR BID TO BE REJECTED



REQUEST FOR BID (RFB)
FOR
INFRA-RED HEATING
UNIT REPLACEMENTS
AT THE HIGHWAY DIVISION

BID #2404

Issued by:
County of Kenosha Purchasing Division

Bids must be submitted
No later than 3:00 PM 3/20/2024 to:

County of Kenosha Purchasing Division
1010 56th Street, Second Floor
Kenosha, WI 53140

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

PRE-BID CONFERENCE FOR ALL VENDORS SHALL BE HELD AT:
Kenosha County Highway Division
19600 75th Street (Meet in the Lobby)
Bristol, WI 53104
2/28/2023 at 10:00 AM, CT

For further information regarding this
RFB contact:
Ryan Klinkhammer
(262) 653-2603
Ryan.Klinkhammer@kenoshacounty.org

Issued: 2/14/2024

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE #</u>
1.	GENERAL INFORMATION AND SCOPE	4
2.	CALENDAR OF EVENTS.....	4
3.	CONTRACT TERM.....	4
4.	PRE-BID VENDOR CONFERENCE and/or PRE-BID SITE VISIT	4
5.	VENDOR REGISTRATION	5
6.	THIRD PARTY BID SERVICES	5
7.	QUESTIONS	5
8.	METHOD OF BID	5
9.	BID SUBMISSION	5
10.	BID RESPONSE REQUIREMENTS	6
11.	METHOD OF AWARD	6
12.	BIDDER/CONTRACTOR QUALIFICATIONS	6
13.	VENDOR RESPONSIBILITY	7
14.	SPECIFICATIONS.....	7
15.	ON SITE SERVICE.....	9
16.	SUBCONTRACTING OR THIRD PARTY PAYMENTS	9
17.	FIRM PRICES	10
18.	INVOICING REQUIREMENTS	10
19.	CONTRACT CANCELLATION	10
20.	SPECIAL CONDITIONS OF THIS BID.....	11

ATTACHMENT A – SIGNATURE AND AUTHORITY AFFIDAVIT FORM

ATTACHMENT B – REFERENCES SHEET

ATTACHMENT C – BID OFFER FORM

ATTACHMENT D – ETHICS COMPLIANCE NOTICE & ADDENDUM

ATTACHMENT E – STANDARD TERMS AND CONDITIONS

VEHICLE STORAGE DRAWINGS

SECTION 235523.13 – LOW INTENSITY GAS-FIRED RADIANT HEATERS

FIRESTONE RED SHIELD WARRANTY INFORMATION

1. GENERAL INFORMATION AND SCOPE

The County of Kenosha Wisconsin (County), through its Purchasing Division (Purchasing), requests bids to establish a contract to replace infra-red heating units at the Highway Division, 19600 75th Street, Bristol, WI 53104.

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.

Event	Date
Pre-Bid Conference	2/28/2024 @ 10:00 AM
Last Date for Questions	3/1/2024 @ 5:00 PM
Addendum Posted (estimated and if needed)	3/6/2024 @ 5:00 PM
Vendor Responsibility Due	3/15/2024 @ 5:00 PM
Bids Due	3/20/2024 @ 3:00 PM
Award of Contract (estimated)	3/27/2024

3. CONTRACT TERM

Contract will begin immediately upon award and will continue until project completion. It is the expectation of Kenosha County that all construction on this project will be substantially complete on or before 10/1/2024.

4. PRE-BID VENDOR CONFERENCE and/or PRE-BID SITE VISIT

A vendor conference pre-bid meeting will be held at 10:00 AM on 2/28/2024 at the Kenosha County Highway Division 19600 75th Street (Meet in the Lobby) Bristol, WI 53104. A bid addendum will be issued if the meeting is changed or cancelled. This meeting is suggested but not required, failure to attend or 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. No additional charges shall be allowed for lack of information.

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 3/1/2024. Purchasing will respond to questions if necessary by issuing an official addendum, posted on The State of Wisconsin's Vendor Portal. 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:

**Ryan Klinkhammer, Purchasing Specialist,
e-mail: Ryan.Klinkhammer@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.

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 a total price as designated. All prices must be quoted in U.S. Dollars. Bidder must bid on the enclosed Bid Offer Form.

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:

Sample
Mailing
Label

From: _____ _____ _____	To: Ryan Klinkhammer Purchasing Specialist Kenosha County Purchasing Division 1010 – 56th Street Kenosha, WI 53140
SEALED BID RFB #2404 Infra-Red Heating Unit Replacements at the Highway Division Due Date: 3/20/2024 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, 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 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.

11. METHOD OF AWARD

Award(s) shall be made on the basis of the lowest total cost from a responsive, responsible bidder who meets specifications. Timeliness of delivery may be considered when making this award.

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 be an original manufacturer, or distributor, or dealer/company authorized by manufacturer with service and repair capabilities for the product.
- 12.2 Bidder must supply references of three firms to which similar services have been provided during the past five years to a comparable-sized 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.

12.3 Bidder must be in the business of installing infra-red heaters for the past five years.

13. VENDOR RESPONSIBILITY

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

13.1 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 the attached Vendor Responsibility Questionnaire. 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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. SPECIFICATIONS

The following specifications are minimum acceptable requirements. Any specific reference to manufacturer(s) and/or catalog/model/stock numbers provided is to establish the design, type of construction, quality, functional capability and performance level desired. The bidder may offer an alternate product believed to be an equal. Any alternate product(s) bid must be clearly identified by manufacturer and catalog, model or stock number. Adequate detailed specifications of the product offered must be included with your bid to establish equivalency and to ensure that the product being bid

meets all specifications. Failure to provide product specifications and information may disqualify your bid. The County of Kenosha shall be the sole judge of equivalency and acceptability. Any attachments, documents, price lists, etc. to support your bid, must include the bid number

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

Kenosha County is replacing its existing RSS negative pressure IR heating system, with a new Detroit Radiant Products Company; Re-Verber-Ray HLV Series Engineered Negative Pressure Multiple Burner Vacuum System at its Kenosha County Highway Garage.

This work is the second and final phase of the IR replacements.

- Phase 2 work will include the replacements of VP Systems 2-7 for the Vehicle storage.

Phase 2 Scope:

- Removal/ Disposal and replacement of
 - 16 Burner heads
 - IRH 4-19, Vehicle Storage
 - 6 Exhaust Fan/ Vacuum pumps
 - VP 2-7, Vehicle Storage
 - Radiant tubing pipe, elbow's, tee's and reflectors
 - Zone thermostats per each IRH
 - Roof exhaust venting thru the roof using existing location
- Provide all gas, electrical and control connections necessary
- Provide start-up and owners training on all equipment.

Codes and Permits:

- Contractor shall be responsible to obtain all approvals, permits, certifications, and licenses pertaining to his work.

Submittals and Maintenance Manuals:

- Copy of submittals shall be submitted to the Owner for approval. The submittals shall include the following information:
 - Manufacturer and model number
 - Motor HP, RPM, Voltage, Phase, Hz (if applicable)
 - Installation instructions
 - Temperature/Pressure ratings
 - Input / Output capacities (BTU, CFM, etc)
- Prior to completion of installation, HVAC Contractor shall submit copies of the Operation and Maintenance (O&M) manual for Owners approval. The O&M manual shall be bound in a 3-ring binder with the Contractor's name, address, phone number, emergency phone number, project name, and date on the front cover. The O&M manual shall be divided with tabs and include a table of contents labeling each tab. The O&M manual shall include maintenance instructions, replacement part lists, completed/registered warranty information, and all data for submitted fixtures and equipment.

Access

- All equipment and valves shall be readily accessible for maintenance and replacement.
- Accessible equipment shall include but not be limited to heat exchanger tube pull, bearing/motor lubrication, filter changing, coil pull, coil cleaning, and dampers.

- Removal and replacement shall be coordinated with the County representative prior to any shutdown or disruption of cooling/ventilation systems.

Supervision

- Kenosha County representative on this project shall be Matt Sturino.
Phone number 262-822-1212
- Notification shall be given to the county representative 1 week in advance before performing the installation procedures listed above.

Guarantees and Warrantees

- This Contractor shall guarantee all work including all material and defects in workmanship for the period of one (1) year immediately following the final completion and acceptance of all work.
- Contractor shall guarantee that the equipment supplied has the capacities equal to or greater than that specified.
- Contractor shall provide the manufacturer's written warrantees for all equipment to the Owner.

ROOFING NOTE: Any alterations to the roof, including but not limited to roof curbs, pipe penetrations, roof-mounted accessories, and tie-ins to building additions must be performed by a licensed Firestone Licensed Applicator and reported to Firestone. Additional information and reporting forms for roof alterations are available at www.firestonebpco.com.

Original roof installation performed by:
Carlson Roofing & Sheet Metal Inc
Kashak Roofing, Inc

See Attached SECTION 235523.13 – LOW INTENSITY GAS-FIRED RADIANT HEATERS (Multiple-Burner Engineered Vacuum System Type) for additional specifications for this project.

15. 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.

16. SUBCONTRACTING OR THIRD PARTY PAYMENTS

All subcontracting shall be pre-approved upon award by the County before any work begins. Subcontractors must abide by all terms and conditions of the contract. The prime contractor shall be responsible for all subcontractor(s) work and payment. County reserves the right to accept or reject the use of subcontractors in the performance of this contract.

The Contractor must provide the County with a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract either with the bid submittal, or no later than seven calendar days after the notice of the intent to award date. The Contractor shall not replace any subcontractor, supplier or service provider without written approval from the County.

The County reserves the right to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. In the event the County receives notice from any person, subcontractor, supplier or other third party, that the Contractor has failed to pay such person(s) for work performed in accordance with the project, the

Contractor shall, at the request of the County, and in no more than 10 calendar days, provide all documentation the County believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event the County determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, the County may authorize direct payment of any unpaid bills, withholding from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Contractor. In no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety. For the sole purpose in paying any unpaid bills of the Contractor relating to the work, the County shall be deemed the agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor for its account and the County shall not be liable to the Contractor for any such payment made in good faith.

17. FIRM PRICES

Prices must remain firm for 60 calendar days after bid opening. Prices established may be lowered due to general market conditions.

18. 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. Purchase order number
- b. Bid number
- c. Vendor remit to address
- d. Complete detailed product or service description as stated on your bid
- e. Prices per the Contract

The original invoice must be sent to the bill-to address shown on the Purchase Order.

19. CONTRACT CANCELLATION

This Contract may be terminated under the following conditions:

- 19.1 The County may terminate the contract at any time at its sole discretion by delivering 10 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 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.

- 19.2 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.
- 19.3 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.

20. SPECIAL CONDITIONS OF THIS BID

20.1 INDEMNITY AND INSURANCE REQUIREMENTS:

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

- 20.1.1. 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. Should Contractor hire/engage any subcontractor(s) to perform work on its behalf or in conjunction with Contractor’s work, Contractor will require such subcontractor(s) to carry the same insurance as is outlined and required below of the Contractor.
- 20.1.2. 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
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.

- 20.1.3. 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. Any and all subcontractors agree to assume the same liabilities and risks as Contractor, and agree to name Kenosha County as Additional Insured on any such similar policies of insurance maintained by each of them.

- 20.1.4. 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.
- 20.1.5. 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.
- 20.1.6. 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.

20.2 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 award. 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.

20.3 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 contract price covering the faithful performance of this contract, in all terms and conditions thereof throughout the full 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.

20.4 PROGRESS PAYMENTS AND RETENTION

Progress payments to Contractors for projects with a cost exceeding \$1,000 and construction time greater than 30 days will be made as an estimate of the amount and proportionate value of the work done, which shall entitle the contractor to receive the amount thereof, less the retainage. Payment requests from Contractors will be processed monthly. The Contractor seeking progress payments must submit invoices to the County to review for approval. The County is the sole judge on the proportionate value of the work completed.

The County shall retain from all payments to the Contractor an amount equal to five percent (5%) of each payment request, otherwise payable to the Contractor. When fifty percent (50%) of the entire work has been completed no additional amounts shall be retained and partial payments shall be made in full, unless the County determines that the work is not proceeding satisfactorily. At 50% completion or any time after 50% completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10% of the value of the work completed. Nothing herein shall preclude the County from deducting from any request for payment such amounts as will properly represent the value of work which fails to meet the quality standards of the Contract or which the Contractor fails to complete.

20.5 CHANGES IN THE WORK

No changes in the work may be made by the Contractor without having prior written approval of the County. 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.

20.6 WARRANTY

A one-year warranty for defective workmanship and/or replacement of defective products/materials of the contract is required in addition to any warranties provided automatically by the manufacturers of the products/materials. Provide documentation of manufacturers' warranties to the County.

20.7 EQUIPMENT AND/OR MATERIALS ON SITE

The successful bidder or an authorized representative must be present to accept delivery at the job site of all equipment and material shipments that are part of the contract. It shall be the

contractor's responsibility to assume all liability for any equipment or materials delivered to the job site. Delivery of any equipment or materials any day 'before' work will proceed must be coordinated with the County. The Contractor is responsible for the security and safety of equipment or materials onsite.

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 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

BID OFFER FORM

Vendor: _____

Base Bid: Provide all labor and materials to complete all Phase 2 work per bid terms, conditions, and specifications	\$
--	----

Lead time to begin work is _____ days after notice to proceed.

Lead time to complete work is _____ days after work begins.

Can complete work on or before 10/1/2024? Yes _____ No _____

If no, please state completion date: _____

Bid Bond (required) is included? 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 a current 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__.

Authorized Signature

Print Name

Title

ATTACHMENT E - 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, employee or subcontractor and must provide an updated list of technicians, employees or subcontractors 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 – 56th Street, 2nd 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.