



# Request for Proposals

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**#18-003**

## **Security Screening Services**

For: Walworth County Sheriff's Office

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RFP Issued:	October 5, 2017
Site Tour:	1:00 P.M., October 10, 2017
Questions Due by:	Close of Business, October 10, 2017
<b>Proposals Due:</b>	<b>10:00 A.M., October 19, 2017</b>

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All Walworth County solicitations are posted on Demandstar by Onvia at: [www.demandstar.com](http://www.demandstar.com).

Vendors may register with Demandstar, at no charge, through the Wisconsin Association of Public Purchasers (WAPP) of which Walworth County is a participating member, at: <http://www.onvia.com/WAPP>

To ensure notification of future opportunities with Walworth County, **vendors must be registered.**

### **1. POSTING OF SOLICITATIONS**

Walworth County is accepting proposals from qualified vendors for Security Screening Services to ensure a safe and secure facility for all persons entering the Walworth County Judicial Center.

Proposals will be accepted until 10:00 a.m., on October 19, 2017 by Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, WI 53121. Shortly after 10:00 a.m., all proposals received will be opened and recorded in the Department of Public Works Conference Room.

### **2. STANDARD TERMS AND CONDITIONS – WALWORTH COUNTY**

By reference, the Standard Terms and Conditions of Walworth County are made a part of this Request for Proposal. Standard Terms and Conditions are available in a PDF format on the internet, under the Purchasing Division link of the Walworth County Home Page provided below:

<http://www.co.walworth.wi.us/Public%20Works/Purchasing/pdfs/STANDARD%20TERMS%20AND%20CONDITIONS%205-17.pdf>

Documents are also available, upon request, by contacting the buyer listed in in this solicitation.

### **3. PRE-PROPOSAL MEETING AND SITE TOUR**

A **mandatory** pre-proposal meeting and site tour will be held on October 10, 2017 at 1:00 p.m. at the Walworth County Judicial Center located at 1800 County Road NN, Elkhorn, WI 53121. Vendors are to meet in the front lobby of the building. Proposals will not be considered from vendors that do not attend the meeting.

**Interested firms should** contact Diane Knoll at [dknoll@co.walworth.wi.us](mailto:dknoll@co.walworth.wi.us) or 262-741-7261 to register for the site tour. **NOTE: This is the only opportunity for a site tour.**

### **4. EXAMINATION OF SITE AND RFP DOCUMENTS**

The vendor is required to carefully examine the RFP, the scope of work, the site of the work, and the sample contract, all herein contained and known as the RFP documents for the work to be completed. It will be assumed that the vendor has investigated and is satisfied as to the requirements of the RFP. The submission of a proposal shall be considered as conclusive evidence that the vendor has made such examination and is satisfied as to all the terms and conditions and contingencies.

Pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this specification, as a result of failure to make the necessary examinations and investigations will **NOT** be accepted as an excuse for any failure or omission on the part of the vendor to fulfill, in every detail, all of the requirements of the RFP, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

### **5. VENDOR INQUIRIES AND / OR REQUESTS FOR EXCEPTIONS/CHANGES TO RFP**

**Vendors should make a request for interpretation or correction of any ambiguity, inconsistency or error.**

If any of the terms and conditions of this RFP are not in full accord and changes, alterations, additions or deductions are necessary, or any exceptions to be taken that causes your firm to be noncompliant with the specifications and prevent you from submitting a proposal, consideration will be given to a vendor's request for change. Any requests for changes, clarifications, etc., must be submitted in writing to:

Diane Knoll, CPPB, Sr. Buyer  
Walworth Co. Dept. of Public Works  
Purchasing Division  
W4097 County Road NN  
Elkhorn, WI 53121

Phone: (262) 741-7261  
Fax: (262) 741-3195  
Email: [dknoll@co.walworth.wi.us](mailto:dknoll@co.walworth.wi.us)

Communications related to this solicitation will be received between 7:00am and 3:30pm, Monday through Friday with the exception of legal holidays.

**Questions must be received no later than the close of business, CDT, 10/10/17.** Requests received after that time will not be considered.

Contact with any other party or attempts by Vendors to contact any other party may result in the rejection of their proposal.

No information provided verbally, or by parties other than the Buyer, will be considered binding.

***Any changes made as a result of a written request will be issued via an addendum and, will be posted to [www.demandstar.com](http://www.demandstar.com). Walworth County will make no attempt to contact vendors with updated information. Vendors are responsible for periodically checking this website for any and all notifications, releases and amendments associated with this solicitation prior to the opening date.***

If an amendment is issued, it must be acknowledged on the Vendor's Certificate of Compliance (Exhibit A). Vendor's who do not acknowledge the amendment(s) may have their proposal rejected.

## **6. SUBMISSION OF RFP**

### **Proposal Format**

Proposals must be submitted using the forms provided herein. Submit only the required documents. It is not necessary to return the entire RFP document with the proposal.

Interested firms shall submit their proposal to:

Walworth Co. Dept. of Public Works  
Purchasing Division  
W4097 County Road NN  
Elkhorn, WI 53121

Vendors must submit one original and four (4) copies of their proposal enclosed in a sealed envelope, marked with the vendor's name and address, the RFP number and title of the proposal being submitted. The following documents must be included with your proposal:

EXHIBIT A - Certificate of Compliance  
EXHIBIT B – Vendor Response  
EXHIBIT C – Cost Proposal

Proposals must be dated and time stamped by the Walworth County Purchasing Division on or before the date and time due. Proposals submitted or time stamped in another office will be rejected. Actual receipt in the office of the Purchasing Division is mandatory.

Late responses will not be accepted, will be returned unopened, and will not be considered.

Proposals must not be transmitted orally, by Email or Fax Machine.

All proposals will be opened and recorded in the Walworth County Public Works Conference Room located at W4097 County Road NN, Elkhorn, WI 53121.

All proposals shall be valid for a period of ninety (90) days after the scheduled time of closing.

All vendors, by submission of their proposal, agree to abide by the rules, regulations, and procedures of Walworth County.

**Cost Proposal Document:**

Pricing must be submitted on the cost proposal form (Exhibit C) provided. Failure to do so may result in your proposal being rejected.

One (1) original and one (1) copy of the Cost Proposal should be delivered or mailed to arrive no later than **10:00 A.M. CST on October 19, 2017.**

The Cost Proposal should be in a sealed envelope **separate** from the vendor response document and must be **clearly labeled with vendor name, RFP number, title, and opening date.**

**7. WITHDRAWAL OF RFP**

RFP's may be withdrawn only in total and only by a written request to Walworth County Purchasing prior to the time and date scheduled for RFP opening.

**8. EVALUATION CRITERIA:**

All proposals will be reviewed by an Evaluation Committee. The evaluation and selection of vendor shall be in accordance with the criteria stated below and shall be based on the information called for in this proposal. The recommendation for award shall be made to the responsive, responsible vendor who complies with the requirements and scores the highest total on the evaluation criteria.

Vendor's company and staff experience, qualifications and ability in providing services of a similar nature and compliance with provisions/requirements for Security Screening Services.	<b>0-20 points</b>
Completeness and content of the proposal, including clear understanding of requirements.	<b>0-10 points</b>
Scope of Services - Ability to meet scope of services	<b>0-30 points</b>
Proposed Pricing	<b>0-40 points</b>

**9. AWARD**

Award will be made in accordance with the criteria stated below.

The successful vendor(s) shall be required to enter into a contract agreement with the County. A sample copy of Walworth County's standard Contract is included in the attachments to this RFP. (Exhibit D)

The contract shall be deemed as having been awarded when formal recommendation of award has been approved by the appropriate County Committee having the authority to make such approval.

**10. VENDOR SUPPLIED DOCUMENTATION AND MATERIALS**

All vendor-supplied materials, including the vendor's proposal, become the property of Walworth County. Walworth County will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply.

**11. NONDISCRIMINATION / AFFIRMATIVE ACTION**

In connection with the performance of any work under this request, the vendor(s) agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32( 13m), Wis. Stats., or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the vendor(s) further agree to take affirmative action to ensure equal employment opportunities. Failure to comply with the conditions of this clause may result in the vendor(s) becoming declared an ineligible vendor, termination of the contract, or withholding of payment.

**12. INTRODUCTION**

Walworth County, herein after “County” is seeking proposals from qualified vendors to provide Security Screening Services for the Walworth County Judicial Center. These services include screening individuals entering the building to ensure a safe and secure facility.

For purposes of this RFP, the term “vendor”, refers to the company responding to this RFP. The term “Contractor” is the company that is awarded the services as a result of this RFP.

**13. ELIGIBILITY REQUIREMENTS**

- A. Proposals shall be considered only from vendors that are regularly engaged in the business of security services.
- B. Vendor shall have a record of performance with reasonable financial support, personnel, equipment and organization to ensure that they can satisfactorily execute the service required and specified herein if awarded. Vendors who have failed to perform in the past may not be considered for award.
- C. Vendor must possess a minimum of three (3) years of verifiable experience doing business as a Security Service Company.
- D. Vendor must be properly licensed to do business in the State of Wisconsin.
- E. Security screening personnel must, at a minimum, be a graduate of a professional police academy, have at least one (1) year of experience as a sworn officer, and presently must be one (1) on the following:
  - i. Presently an active sworn officer
  - ii. Retired sworn officer
  - iii. Inactive officer with the minimum level of experience described above

**NOTE:** A person or affiliate that has been convicted of a crime is not allowed to participate or submit a proposal or participate in this contract if selected.

**14. BACKGROUND**

The County currently has a contract with a private security company for security screening services. There are currently four security screeners working approximately 10-15 hours per week part time. The current shifts are 7:30 A.M. to 12:30 P.M. and 12:30 P.M. to 5:30 P.M. each day.

**15. SCOPE OF SERVICES**

Contractor shall be responsible for providing complete security screening services, providing back-up and making arrangements for their staff in order to provide uninterrupted service during the hours listed below, including but not limited to, lunch hours, vacation hours, sick time and personal time. At no time shall the coverage of the security screening station be provided by County personnel.

The Contractor shall provide staffing during the hours of, 7:30 a.m. to 5:00 p.m., Monday through Friday, except those legal holidays recognized by the County.

Security Screening Service Estimated Annual Hours				
Time	Hours	Days (Annual)	Personnel	Total Hours
7:30 – 5:00	9.5	252	?	2,394
<b>Total Hours</b>				2,394

NOTE: Information provided is subject to change based on the County’s operational needs and does not include extended hours or weekends.

On occasion, the screening station may be open past normal business hours or on weekends in order to accommodate County or Court activity. The County is unable to forecast the dates and times of extended service hours. The successful contractor must be able to accommodate the extended hours on a daily basis.

Contractor shall:

- a. Provide personnel to conduct security screening utilizing the County's magnetometer; x-ray machine and hand held wands.
- b. Meet with the Walworth County Sheriff's Office (WCSO) representative(s) when requested to resolve any problems.
- c. Establish a close working relationship with the WCSO for the acquisition of additional screening and security services, if needed, during the contract period.
- d. Work with the County on a continuous basis during contract agreement to improve and perfect all security screening service policies and procedures.
- e. Upon request by the County, remove from the County's premises any employee, when in the opinion of the County, does not follow proper conduct or appears to not be suited to perform the work assigned.

Security screening personnel shall:

- a. Take direction from and be subordinate to the WCSO to provide improved customer service.
- b. Follow work rules as established by the WCSO.
- c. Wear a dosimeter badge at all times while working. Security screeners shall have their own badge. Badges shall be checked on a quarterly basis by an authorized dosimetry service at the total expense of the Contractor and a report shall be filed with the County as to the outcome.
- d. Screen all persons entering the facility
- e. Inspect persons and possessions for weapons and contraband and insure that such items and unauthorized persons do not enter the Judicial Center.
- f. Enforce any screening procedures as established by the WCSO.
- g. Deal with complaints and public contact with due regard to the County's relationship with the public.
- h. Provide the general public information such as, but not limited to directions to locations of County offices and facilities and answer general questions to the best of their abilities.

The WCSO reserves the right to remove any security screeners from his/her post, without cause.

## **16. WEAPON SCREENING POLICIES AND PROCEDURES**

### Judicial Center

The security screening station is located on the first floor of the Judicial Center. The public and employees shall have access to the Judicial Center through a limited number of entrances. Pedestrian traffic flow shall be routed such that anyone attempting to reach the second and third floor must pass through the security screening station. The only connecting point for traffic flow between secure and non-secure areas will be through the screening station.

### Directives

Security screeners shall take directives only from the Walworth County Sheriff, Undersheriff and deputies. Security screeners shall abide by all WCSO screening procedures at all times. The County reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract.

### Standard Operating Procedures

People who set off the magnetometer alarm shall be asked to empty their pockets of metal objects and to pass through again. If they pass through successfully, they may then retrieve their belongings and proceed into the secure area. If they do not pass through successfully, they shall have a second opportunity to remove any metal that may set off the alarm and pass through again. People setting of the alarm a third time shall be taken aside and a hand held screening device would be used to screen them. If the hand held screening device detects metal, a pat down search must be conducted and passed before the individual is allowed to enter the facility. Hand held screening devices will be provided by the County.

*Refusal to submit to a pat down or not passing the screening procedure* shall result in denial of access to the building. Anyone entering the building shall be required to permit the security screeners to view the contents of handbags, attaché cases, and backpacks. If the security station is operating an x-ray machine, all handbags, attaché cases, and backpacks must pass through the machine.

Access shall be denied to anyone attempting to bring in a dangerous weapon or an item prohibited by county ordinance or state statute. Security screeners shall radio the Sheriff's Deputies for assistance in the event of threatening situations, breeches of security or if unlawful contraband is discovered.

#### Law Enforcement Response

The WCSO is the primary responder in situations requiring the services of a sworn law enforcement officer. In these situations, security screeners shall contact deputies in the Judicial Center facility. The County will provide portable, hand held radios programmed to the Judicial Center frequency. In the event deputies are not available, the security screener will use a portable radio to notify the WCSO for assistance.

#### Public Safety

Law enforcement, fire department and EMS rescue units responding to an emergency shall have immediate and unrestricted access to the building.

#### Law Enforcement Screening

Uniformed Law Enforcement Personnel:

- a) Law enforcement personnel wearing immediately recognizable uniforms will not be subject to screening, but a driver's license and/or ID may be required.
- b) Under state statutes 941.23 and 941.235, sworn officers or military personnel who go armed in the line of duty may possess their firearm in the Judicial Center facility.

Non-Uniformed Law Enforcement Personnel:

- c) Law enforcement personnel in civilian attire, who are armed and whether on or off duty, shall not be subject to screening when properly identified with law enforcement ID card and driver's license until familiar to screening personnel.
- d) All properly identified law enforcement personnel, whether on or off duty, will maintain possession of their firearm at all times.
- e) Officers who appear in court related areas, as a result of their personal involvement in a matter, not within the scope of their employment, shall not be armed.

#### Deliveries

Delivery personnel must be screened and the materials being delivered shall be visually checked. If a delivery requires several trips into the building, the delivery person shall be required to go through screening on each trip.

#### People with Disabilities

Screening personnel shall be instructed to insure that people with disabilities be thoroughly screened while being sensitive to each person's condition. People approaching a screening station shall be asked to walk through a magnetometer. If the walk through is not possible, a hand held detector search must be conducted.

If screening by either method is not possible, a pat down search shall be conducted. If the person does not permit a pat down search, access to the building will be denied. Hand carried items shall be screened using standard operating procedures. Service animals will be visually inspected.

#### People with Infants and Young Children

People with either strollers or child carriers shall be screened by standard procedures. Young children may either walk through or be carried through by the person accompanying the child. If the person with the child prefers not to remove the child from the stroller or carrier, a pat down search shall be conducted.

### Dangerous Weapons/Unauthorized Items

The following is a list of items that are not allowed in the Judicial Center facility. Security personnel are authorized to use their discretion to disallow items not included on this list:

- a) Illegal items (by state statute):
  - Guns – Loaded or Unloaded (941.23 and 941.235)
  - Electric Weapons (941.295)
  - Switchblades (941.24)
  - Explosives (941.26)
  - Illegal Drugs or Paraphernalia (Chapter 961)
  
- b) Unauthorized items:
  - Pellet and BB Guns
  - Replica or Toy Guns
  - Ammunition
  - Marital Arts Weapons and Brass Knuckles
  - Pocket Knives
  - Sharp Objects
  - Mace
  - Pepper Spray
  - Box Cutters
  
- c) The security screener shall:
  - i. Tell any person in possession of illegal or unauthorized items that they are not allowed to proceed past the screening station. Security screeners are directed to contact Sheriff Deputies of someone is in possession of an illegal item the deputy will determine if a violation has occurred, confiscate the illegal item as evidence, and issue a citation or make an arrest as appropriate.
  - ii. Inform any person who is in possession of any unauthorized items that are not considered to be illegal that they have two (2) options:
    1. Dispose of items not allowed in the barrel located adjacent to the station (items in the barrel will not be returned).
    2. Return unauthorized items to their personal vehicles and re-enter the building.
  
- d) Tools for legitimate purposes will be allowed in the building. The security screener shall contact building maintenance to verify the need. Screeners have the discretion to deny access to someone who possesses an item that could inflict severe injury and is of questionable use in the Judicial Center facility.

### **17. OPTIONAL SERVICES**

In addition to the specified screening services, the County may be interested in obtaining optional services from the screening provider that may be over and above the scope of services in this RFP. Optional services may include, but are not limited to additional screening services after normal hours, locking of doors and facility security due to trials or County business taking place after normal business hours. Additional services shall be negotiated at the time of need, if any.

### **18. BACKGROUND CHECKS**

Contractor shall ensure that employee background checks, consisting of criminal record searches and employment verification, are accomplished and that current records are provided to the County.

All Contractors employees entering the Sheriff's Office, Law Enforcement Center and Judicial Center must pass a more detailed background check performed by the WCSO. Costs shall be borne by the County.

Contractor shall provide a list of employees working at County facilities. A photocopy of each employee's driver's license (or other acceptable identification) shall be provided to the WCSO as verification prior to commencement of work.

Potential screeners shall be approved by the WCSO prior to their being assigned to duty under this contract.

## **19. BONDING REQUIREMENTS**

Contractor shall bond all employees that work in any County Building. Each employee shall be covered in the minimum amount of \$2,500.00 for fraudulent or dishonest acts while in employment. **Proof of bonding must be submitted with Proposal.**

## **20. COMPLIANCE WITH LAWS**

Contractor is responsible to comply with all statutory rules and regulations. All applicable federal, state and local laws, rules and regulations governing this type of service will apply and will be deemed incorporated into the contract. These requirements shall be done at Contractor's expense.

## **21. CONFLICT OF INTEREST**

All vendors must disclose with their proposal, the name of any officer, director or agent who is also an officer or employee of Walworth County. Further, all vendors must disclose the name of any Walworth County officer or employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches. Failure to disclose this information will result in disqualification of their proposal. The County reserves the right to seek compensation for recoupment of losses in having to re-bid or re-assign.

## **22. INSURANCE REQUIREMENTS**

- I. Supplier shall furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:
  - A. **Workers Compensation and Employers' Liability** - Worker's Compensation statutory - in compliance with the Compensation law have the State and Employers' Liability insurance with a limit not less than \$ 100,000 each accident.
  - B. **Worker's Compensation Waiver of Subrogation** - County will not be liable to Contractor, its employees or to its subcontractors or subcontractor employees, for any injuries to their employees arising out of the performance of work under this agreement. Contractor and its worker's compensation insurance carrier agree to waive any and all rights of recovery from the County for worker's compensation claims made by its employees. Contractor will ensure that its subcontractors and each of their workers compensation insurance carriers also agree to waive any and all rights of recovery from the County for workers compensation claims made by its employees. The Contractor agrees that the indemnification and hold harmless provisions within this contract extend to any claims brought by or on behalf of any employee of the Contractor or its subcontractors.
  - C. **Comprehensive or Commercial General Liability** with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 if aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but is not limited to, the following coverage:
    1. Premises - Operations
    2. Products and Completed Operations
    3. Broad Form Property Damage
    4. Contractual
    5. Personal Injury
  - D. **Automobile Liability** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all of the following:
    1. Owned Automobiles
    2. Hired Automobiles
    3. Non-Owned Automobiles
  - E. **Fidelity/Employee Dishonesty Insurance** – Contractor shall carry employee fidelity/dishonesty coverage with a limit of liability not less than \$25,000 to cover dishonest acts of their employees and agents, including but not limited to theft of vehicles, materials, supplies, equipment, tools, money, securities, etc. which result in loss to Walworth County. Failure to submit an insurance certificate, as required, can make the contract void at the County's discretion. Additionally, the Contractor shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor.

F. **Umbrella Liability Insurance** – Coverage to be in excess of employers' liability, commercial general liability and automobile liability insurance required above; limits of liability not less than \$1,000,000.00 each occurrence.

- II. The certificate shall list the **Certificate Holder and address as follows:** Walworth County, Attn: Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, Wisconsin 53121.
- III. Such insurance shall include under the **General Liability and Automobile Liability Policies** Walworth County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds.**"
- IV. Such insurance shall include a **thirty (30) day notice to the County prior to cancellation or material policy change.** The notice shall be given to Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, Wisconsin 53121. **NOTE: Standard Cancellation Clause on a Certificate of Insurance is not acceptable.**

### **23. SUBCONTRACTING**

In the event that a portion or portions of the contract are proposed as subcontracted, the vendor shall provide a list of intended subcontractors with their proposal. The County shall be the sole judge in determining whether the subcontracted firm or firms, are qualified to provide the services as sought. The County reserves the right to reject the proposal if the subcontractors are determined to be unqualified or unacceptable.

All subcontractors shall be held to the same Insurance provisions as noted herein. Additionally, the subcontractor shall comply with all requirements as stated in this specification.

No subcontractor shall, under any circumstances, relieve the contractor of liability and obligation under this contract. If Sub-Contractors are used, the County will consider the awarded vendor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such sub-Contractor arrangements. The prime contractor shall be fully responsible for the acts, errors and omissions of the subcontractor.

### **24. DEFICIENCIES**

In the event that the County determines that there are deficiencies in the service work provided by the Contractor under the contract, the County shall notify the Contractor in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, Contractor shall take responsible steps to correct any deficiencies.

### **25. REFERENCES**

Vendor shall provide at least three (3) references of recent clients with similar requirements as specified in this proposal. Reference information shall include the name of the firm, contact person, phone number, fax number, e-mail address of a person that may be contacted and relevant recent project information. Walworth County is especially interested in receiving references from government entities that most closely match the requirements as described in this Request for Proposals. References should include accounts equal or larger in size and scope.

### **26. CONTRACT TERM**

The initial term of the contract will commence on January 1, 2018 and terminate on December 31, 2018 with the option to extend for four (4) additional one-year periods. The County reserves the right to cancel the contract with notice after the initial contract period.

### **27. PRICING**

Vendors shall provide proposed pricing for Security Screening Services as requested on Exhibit C, Cost Proposal. All services shall be furnished at quoted pricing and shall be without any additional charges, regardless of the amount or quantity of services.

For any extensions exercised, price adjustments may be allowed once per contract year in accordance with the Bureau of Labor and Statistics (BLS) Employment Cost Index, Private industry workers, Wages and Salaries, Service Occupations, All workers, Not Seasonally Adjusted, for the Midwest Area or 3% of the previous year's

cost, whichever is lower. Request for price adjustments must be submitted 90 days prior to the end of the applicable contract year and will be based on the percentage of change from the most recent published quarter of the previous year to the current year. **Price increases will not be allowed if you do not submit request(s) within the time-frame noted.**

## **28. PAYMENT**

Walworth County's preference is to pay for goods and/or services with a P-Card. If you accept payment by p-card, all pricing must be inclusive of any and all fees associated with the acceptance of MasterCard; i.e. no minimums and/or additional fees.

In addition, vendor should note how many days after receipt and acceptance of services or receipt of invoice (whichever is later), payment must be processed to accept the credit card. The County will not process payment until the receipt of goods and/or services is confirmed. Walworth County requires a minimum of ten (10) days to process p-card payments.

If you are unable to accept credit card, payment will be made within forty-five (45) days of receipt, providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Vendors who wish to quote a discount for early payment against a purchase order may do so (reference the payment terms of the Pricing Document). For example: 1%/10 days. Discounts will be taken into consideration when evaluating costs.

## **29. INVOICING REQUIREMENTS**

The Contractor shall be required to provide an invoice detailing the service provided. Prompt payment requires that invoices be clear and complete in conformity with the instructions below. Contractor is responsible for the completion of all record keeping and reporting requirements as appropriate for all items prior to payment. Invoices must include the following:

- Vendor Name
- Purchase Order Number
- Contract Number
- Invoice Number
- Description of Service
- Date of Service
- Quantity of Hours
- Contracted Hourly Rate
- Quantity of Extended Hours
- Contracted Extended Hourly Rate
- Grand Total

Original Invoice must be addressed to Walworth County Finance Department-Accounts Payable Division, 100 W. Walworth Street, P.O. Box 1001, Elkhorn, WI 53121. An additional copy of the invoice will be sent to the Walworth County Sheriff's Department, P.O. Box 1004, Elkhorn, WI 53121.

## **30. CANCELLATION**

Walworth County reserves the right to cancel any agreement in whole or in part without penalty due to Non-appropriation of funds.

**END OF DOCUMENT**

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**EXHIBIT A - VENDORS CERTIFICATE OF COMPLIANCE  
For RFP #18-003  
SECURITY SCREENING SERVICES**

**GENERAL**

This form must be completed in its entirety and submitted with vendor(s) response to acknowledge that vendor(s) meets or exceeds the minimum requirements.

**INSURANCE**

Vendor certifies that the company / individual is in compliance with, or is prepared to comply with the insurance requirements as detailed in the specifications. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Walworth County Purchasing Division within five (5) days of notification of award, the County reserves the right to select another vendor.

**I acknowledge that I have read and will comply with the Insurance Requirements** \_\_\_\_\_ (initials)

**WALWORTH COUNTY STANDARD TERMS AND CONDITIONS:**

Vendor certifies that the company / individual has read and agrees with the Standard Terms and Conditions as posted on Walworth County's Website.

**I acknowledge that I have read and agree to Walworth County's Standard Terms and Conditions.** \_\_\_\_\_(initials)

**CERTIFICATION**

Vendor certifies all screening personnel assigned to provide services for Walworth County are State of Wisconsin certified for the type of services being performed. **Evidence of this has been included with my proposal.**

\_\_\_\_\_ (initials)

**CERTIFICATE OF COMPLIANCE – (Exhibit A)**

Vendor confirms Exhibit A is complete, signed and included in their proposal \_\_\_\_\_ (initials)

**RECEIPT OF ADDENDUM:** Vendor(s) acknowledges receipt and inclusion of Addendum number \_\_\_ through \_\_\_.

**FORM OF PAYMENT:** Would company accept a Purchasing Card as a form of payment, and/or additional fee(s) without any minimums? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**If yes,** how many days after receipt of invoice (or acceptance of goods, whichever is later) payment must be processed to accept the credit card. Note: Minimum of 10 days is required. \_\_\_\_\_ **Days**

**DEBARRED CONTRACTORS:** Acknowledgement that the vendor(s) is not on the State of Wisconsin Department of Workforce Development list of debarred contractors with the effective dates during this contract:

\_\_\_\_\_ (initials)

I hereby certify that all statements herein are made on behalf of:

Name of Company:	
Contact Name:	
Address:	
Phone Number:	
Email:	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Vendor Contact Person for:**

**Order Placement:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contract Issues:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Payment**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**EXHIBIT B  
VENDOR RESPONSE DOCUMENT  
RFP #18-003  
SECURITY SCREENING SERVICES**

Name of Firm Responding: \_\_\_\_\_

\*Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**\*This should be the name of the individual that can provide clarifications on technical and pricing questions, additional information, etc.**

A complete narrative explanation must be provided for each question in the areas provided in this document. This is the Vendor's opportunity to explain their understanding of the County's requirements as described in the RFP. Careful consideration will be given to each separate response to gauge the vendor's grasp of the needs of the County.

**Proposers should not include any pricing information in the answers provided in this document. Pricing for services is to be included only in the Pricing Document. Failure to comply with this requirement may result in disqualification of a proposal.**

**31. ELIGIBILITY REQUIREMENTS**

Affirm your compliance with the following:

1. Confirm that you are regularly engaged in the business of security services.

Complies \_\_\_\_ Does Not Comply \_\_\_\_

2. Confirm that you have a record of performance with reasonable financial support, personnel, equipment and organization to ensure that they can satisfactorily execute the service required and specified herein if awarded.

Complies \_\_\_\_ Does Not Comply \_\_\_\_

3. Confirm that your firm has a minimum of three (3) years of verifiable experience doing business as a Security Service Company and are properly licensed and incorporated to do business in the State of Wisconsin.

Complies \_\_\_\_ Does Not Comply \_\_\_\_

4. Security screening personnel must, at a minimum, be a graduate of a professional police academy, have at least one (1) year of experience as a sworn officer, and presently must be one (1) on the following:

- iv. Presently an active sworn officer
- v. Retired sworn officer
- vi. Inactive officer with the minimum level of experience described above

Complies \_\_\_\_ Does Not Comply \_\_\_\_

Confirm that no person or affiliate has been convicted of a crime that will disqualify them from participating in this contract if selected.

Complies \_\_\_\_ Does Not Comply \_\_\_\_

1. Briefly state your understanding of the services to be provided and a positive commitment to perform the services as defined in the request for proposal. Indicate who will be the authorized representative **empowered to make binding commitments for the Vendor**. List name, title, address, e-mail address, phone and fax. **The person identified shall be.**

[ANSWER:](#)

### **Company Information**

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2. Provide the information below regarding your firm:

[ANSWER:](#)

- Company's full legal name:
- Company Address (City, State and Zip)
- How long have you been in business?

3. Explain the distinctive competencies of your firm that you believe make your firm ideal to undertake this project.

[ANSWER:](#)

4. Identify any contractual arrangements that may conflict with your role as an independent contractor for Walworth County or which may result in any monetary compensation related to county contracts.

5. [ANSWER:](#)

6. Disclose the name of any officer, director or agent who is also an officer or employee of Walworth County. Further you must disclose the name of any Walworth County officer or employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches. Failure to disclose this information will result in disqualification of their proposal.

[ANSWER:](#)

7. Provide a minimum of three (3) references for which you have provided similar services specific to security screening. Specify the specific nature of the services provided, the contact person (including telephone and email), and the duration of the contract.

[ANSWER:](#)

8. Identify the types of information the County would be required to provide to enable your organization to complete the scope of services.

[ANSWER:](#)

## **Staff Experience**

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9. Identify the Management representative who will act as the liaison to the County. Note: Once identified, the representative cannot be changed without the approval of Walworth County's Contract Manager.

**ANSWER:**

10. Provide the name of a backup representative in the event the dedicated account representative is unavailable.

**ANSWER:**

11. Provide information on the personnel who will assigned to this contract, including the management representative(s) identified above, listing pertinent experience and professional qualifications. **Include for each individual what capacity they would serve on this project.**

**ANSWER:**

- a. Name and position title
- b. Total years of experience in this type of service
- c. Summary of pertinent experience and qualifications
- d. Provide any other information that would assist the County in determining the qualifications of the individuals and their ability to complete the services required.

12. Identify any and all subcontractors you will use on this project.

**ANSWER:**

- a. Company Name
- b. Employee name and position title
- c. Total years of experience in this type of service
- d. Summary of pertinent experience and qualifications

13. Provide any other information that would assist the County in determining the qualifications of the individuals and their ability to complete the services required.

**ANSWER:**

## **Approach to Scope of Services**

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14. Provide Information on your firm's recruiting, retention, training and compensation program to support Walworth County's needs. Describe how your firm ensures consistent service to clients. Does your firm have procedures and organizational structures in place to assure consistent service?

**ANSWER:**

15. Describe your plans to support County staffing needs, including scheduling planned replacements and responding to unplanned turnover and changes in a timely manner. Be specific in terms of your hiring and staffing practices, lead times for replacing individuals, etc.

**ANSWER:**

---

## **Exceptions**

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Review the Sample contract in its entirety and indicate any exceptions you are taking to the terms and conditions of the contract. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternative language acceptable to your firm. Alternative language is subject to negotiation and/or approval. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be liable for injury resulting from any deviation.

**Exhibit C**

**RFP for Walworth County  
Security Screening Services**

**Cost Proposal**

Each price noted must be a not to exceed fee and be all inclusive; i.e. items which are normally referred to as reimbursable expenses for which no additional compensation will be due must be included in the line item pricing.

List the hourly rate, per person, based on the information provided in the "Scope of Work",

**Hourly Rate \$** \_\_\_\_\_

List the extended hourly rate per person if the Judicial Center must remain open and require security screening service after the normal hours of operation outlined in Scope of Services.

**Extended Hourly Rate \$** \_\_\_\_\_





SECTION 00 52 60

**SAMPLE CONTRACT  
Walworth County  
Purchase of Goods and/or Services  
Contract**

<b>Contract Number:</b>		
<b>Goods and/or services to be provided:</b>		
<b>Contract Period:</b>	1/1/1_-12/31/1_ <b>or</b> 1/1/1_ through final project completion and acceptance.	
<b>Contract Amount:</b>	\$	
<b>County:</b>		
Organization Name:	<b>Walworth County</b>	
Address:	100 West Walworth Street Elkhorn, WI 53121	
Name of contact person for Contract Issues:	[ENTER NAME], [ENTER TITLE]	
Telephone:	262-741-XXXX	
Fax:	262-741-XXXX	
E-mail:	<a href="mailto:XXXX@co.walworth.wi.us">XXXX@co.walworth.wi.us</a>	
Name of contact person for Contract Administration:	[ENTER NAME], [ENTER TITLE]	
Telephone:	262-741-XXXX	
Fax:	262-741-XXXX	
E-mail:	<a href="mailto:XXXX@co.walworth.wi.us">XXXX@co.walworth.wi.us</a>	
<b>Contractor:</b>		
Organization Name:		
Address:		
Name of contact person authorized to make binding commitments for the Contractor:		
Telephone:		
Fax:		
E-mail:		
Name of contact person for Contract Administration (if different from above):		
Telephone:		
Fax:		
E-mail:		

## PURCHASE OF GOODS AND/OR SERVICES CONTRACT

### Parties

This Contract is between **Walworth County** whose business address is, 100 West Walworth Street, **Elkhorn, WI 53121**, hereinafter referred to as the County and \_\_\_\_\_ whose business address is \_\_\_\_\_ hereinafter referred to as Contractor.

### Article 1 – Overview

This Contract sets forth the responsibilities, time and cost of goods and services relating to the **Description of Goods and Services** by Contractor.

#### Section 1.1 Goods and Services to be Provided

The COUNTY and Contractor agree that Contractor will provide the following goods and/or services:

Description of Goods and Services  
at the following location(s):

**ENTER NAME AND ADDRESS OF LOCATION(s)**

Goods and services shall be provided in accordance with the County's Request for **Bid/Proposal** for **Description of Goods and Services** and the **bid/proposal** submitted by Contractor which are attached as the following exhibits and made a part of this Contract.

Exhibit A – Walworth County Request for **Bid/Proposal** for **Description of Goods and Services** Exhibit B – Bid/Proposal from [Enter Contractor Name]

### Article 2 – Term

This Contract is to be effective **upon execution of Contract through final project completion and acceptance.**

### Article 3 – Administration

The Contractor employee responsible for day-to-day administration of this Contract will be \_\_\_\_\_ whose business address is \_\_\_\_\_. In the event that the administrator is unable to administer this Contract, Contractor will contact County and designate a new administrator.

The County employee responsible for day-to-day administration of this Contract will be \_\_\_\_\_, whose business address is \_\_\_\_\_, Elkhorn, WI 53121. In the event that the administrator is unable to administer this Contract County will contact Contractor and designate a new administrator.

### Article 4 – Goods and/or Services to be Provided

#### Section 4.1 Inability to Provide Quality or Quantity of Goods and/or Services

The Contractor shall notify the County immediately in writing and deliver in person or by registered mail whenever it is unable to provide the required quality or quantity of the goods and/or services. Upon such notification, the County and Contractor shall determine whether such inability will require a revision or termination of this Contract. (See Article 16 "Revision or Termination of this Contract.")

## **Section 4.2 Remedies**

In the event Contractor fails to provide **Description of Goods & Services** or creates errors which results in the County being obliged to perform required services, if any, the County will be reimbursed the total cost of the County employees' wages including benefits and all other costs directly incurred by the County for corrective actions taken.

## **Section 4.3 Documentation of Quality and Quantity of Goods and/or Services**

The Contractor shall retain all documentation necessary to adequately demonstrate the time, cost, duration, location, scope, quality and effectiveness of goods and/or services rendered under the Contract. The County reserves the right to not pay for units of goods and/or services reported by the Contractor that are not supported by documentation required under this Contract.

## **Section 4.4 Standards for Performance in Delivery of Goods and/or Services**

The County will monitor the Contractor's performance and will use the results of this monitoring to evaluate the Contractor's ability to provide adequate goods and/or services to the County. If the Contractor fails to meet contract goals and expected results, the County may reduce or terminate the Contract immediately.

## **Section 4.5 Force Majeure**

Neither party shall be in default by reason of any failure in the performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

## **Article 5 – Payment and Allowable Costs**

### **Section 5.1 Amount Paid Under Contract**

The maximum payment under this Contract is \$\_\_\_\_\_ pursuant to Exhibit \_\_\_\_\_. Actual total payment will be based upon the amount of goods and/or services authorized by the County and the amount of goods and/or services performed by Contractor. It is understood and agreed by all parties that the County assumes no obligation to purchase from the Contractor any minimum amount of goods and/or services as defined in the terms of this Contract.

### **Section 5.2 Reimbursement of Expenses**

The County is not liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

#### **Section 5.2.1 Invoicing and Payment**

Contractor will invoice the County pursuant to Exhibit \_\_\_\_\_. All invoices are to be mailed to Walworth County Finance Department – Accounts Payable Division, 100 West Walworth Street, Elkhorn, WI 53121. Unless otherwise agreed, Walworth County will pay properly submitted vendor invoices within forty five (45) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on a purchase order, if a purchase order is issued with this contract. Walworth County's preference is to pay for goods/services on procurement

card (P-card). However, if P-card is unacceptable, payment will be made in accordance with the above.

### **Section 5.3 Payment in Excess of Earned Amount**

The Contractor shall return to County any funds paid in excess of the amount earned under this Contract within 90 days of the end of the Contract period. If the Contractor fails to return funds paid in excess of the amount earned, the County may recover the excess payment from subsequent payments made to the Contractor or through other collection means.

## **Article 6 – Confidentiality**

### **Section 6.1 Confidentiality**

Contractor acknowledges that the information disclosed during the performance of this Contract is confidential and/or proprietary to the County. Such information shall not be disclosed to third parties without written consent from the County.

Contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or information obtained from the County or from others in carrying out its function is disclosed. The County reserves the right to review such procedures to ensure acceptability to the County. Any person(s) requesting information should be referred directly to the County.

### **Section 6.2 Contract Not Confidential**

Except for documents identified as an exception to s. 19.36(3), Wis. Stat. the Contract and all related documents are not confidential.

### **Section 6.3 Promotional Advertising**

Reference to or use of Walworth County, any of its departments, or sub-units or any County official or employee for commercial promotion is prohibited.

## **Article 7 – Conflict of Interest**

The Contractor shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

## **Article 8 – Debarment and Suspension**

The Contractor certifies through signing this Contract that neither the Contractor nor any of its principals are not on the state or federal government list of debarred contractors with the effective dates during this Contract. In addition, the Contractor shall notify the County within (5) five business days in writing and send by registered mail if the Contractor or its principals receive a designation from the state or federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a state or federal agency. The County may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 17 “Special conditions for high risk contract” or for revising or terminating the Contract under Article 16 “Revision or termination of this Contract.”

## **Article 9 – Authorization**

The Contractor shall deliver prior authorized goods and/or services only to individuals who have been determined eligible to receive goods and/or services. Individuals to receive the goods and services shall be determined by the County.

## **Article 10 – Independent Contractor**

### **Section 10.1 Independent Contractor**

Nothing in this Contract shall create a partnership or joint venture between the County and the Contractor. The Contractor is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County. Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of the County.

### **Section 10.2 Contract Not Assignable**

This Contract is not assignable, in whole or in part, by County or Contractor without written consent of Walworth County.

### **Section 10.3 Sub-Contracting**

Contractor agrees that no sub-contract with a third party, for all or any part of Contractor's responsibilities identified in this Contract, may be entered into without prior written approval of the County. County agrees not to withhold approval for Contractor to sub-contract, provided the sub-contractor abides by the terms and conditions of this Contract. Regardless of the participation of an approved sub-contractor, Contractor agrees to retain primary responsibility for the fulfillment of its obligations under this Contract. Contractor shall be fully responsible to the County for the acts and omissions if his subcontractors and/or persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by the Contractor.

### **Section 10.4 No Authority to Bind County**

Contractor has no authority to enter into contracts on behalf of County. This Contract does not create a partnership between the parties.

### **Section 10.5 No Construction**

All terms and conditions included in this Contract are understood as NO CONSTRUCTION AGAINST ANY PARTY. This Contract is the product of informed negotiations between the County, the parties, all of whom are acknowledged to have been represented by competent and informed counsel. If any part of this Contract is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by all parties.

## **Article 11 – Indemnity and Insurance**

### **Section 11.1 Indemnity**

The Contractor agrees that it will at all times during the existence of this Contract indemnify the County, its officers, agents and employees against any and all liability including claims, demands, damages, actions or causes of actions; together with any and all losses, costs or expense, including attorney fees where such liability is founded upon or grows out of the acts, errors, or omissions of the other party, its employees, agents or subcontractors. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the County.

## **Section 11.2 Insurance**

The Contractor agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, the Contractor will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. Such insurance shall be primary. The types of insurance coverage shall be pursuant to Exhibit A however, not less than the minimum amounts below:

- Comprehensive General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Workers Compensation: minimum amount \$100,000 per accident

Contractor acknowledges that its indemnification liability to County is not limited by the limits of this insurance coverage.

The Contractor shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s).

The County reserves the right to increase, decrease and/or add additional insurance if necessary.

Upon signing this Contract, Contractor will furnish County with a “Certificate of Insurance” verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter indemnified against, County shall notify the Contractor by registered mail within five business days.

## **Article 12 – License, Certification, and Staffing**

### **Section 12.1 License and Certification**

The Contractor shall meet local, state and federal service standards and applicable state training, licensure and certification requirements as expressed by local, state and federal rules and regulations applicable to the goods and/or services covered by this Contract. The Contractor shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Contractor to this Contract when returning the signed Contract to the County. During the Contract period, if applicable, the Contractor shall also send the County copies of any licensing inspection reports within 5 business days of receipt of such reports.

### **Section 12.2 Staffing**

The Contractor shall ensure that staff providing goods and/or services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.

### **Section 12.3 Safety Requirements**

All material, equipment and supplies provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

### **Section 12.4 Regulations**

Contractor agrees to comply with all the requirements of all applicable federal, state and local laws.

## **Article 13 – Records**

### **Section 13.1 Ownership**

All deliverables and /or other products of this Contract (including but not limited to all procedures, solicitation packages, reports, records, summaries and any other matter and materials prepared by Contractor in performance of this Contract) will be the sole, absolute and exclusive property of County, free from any claims or retention of rights, thereto on the part of Contractor, its agents, subcontractor, officers or employees.

### **Section 13.2 Maintenance of Records**

The Contractor shall maintain and retain such records and financial statements as required by state and federal laws, rules, and regulations.

### **Section 13.3 Examination of Records**

The County shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, transcribe, and copy, on Contractor's premises, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the Contractor shall provide copies of the data storage media or a computer printout of such if the County so requests. Any charges for copies of books, documents, papers, records, computer data, storage media or computer printouts provided to the County shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation or expiration of this Contract.

## **Article 14 – Reporting**

The Contractor shall comply with the reporting requirements of the County. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Contractor's records. All reports shall be hand delivered to the County, sent by secure e-mail, or sent to the County via registered mail at the address listed in this Contract, if required.

## **Article 15 – Resolution of Disputes**

The Contractor may appeal decisions of the County in accordance with the terms and conditions of the Contract and Chapter 68, Wis. Stats.

### **Section 15.1 Choice of Law**

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Wisconsin and venue for any legal action between parties shall be in Walworth County Circuit Court.

## **Article 16 – Revision or Termination of this Contract**

### **Section 16.1 Cause for Revision or Termination of this Contract**

Failure to comply with any part of this Contract may be considered cause for revision or termination of this Contract. County may terminate this Contract at any time immediately for good cause. The County may permit the Contractor a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. County shall not unreasonable withhold such permission.

### **Section 16.2 Amendments**

All changes that are mutually agreed upon by and between the County and the Contractor, including any increase or decrease in the amount of the Contractor's compensation, shall be in writing and designated as written amendments to this Contract.

### **Section 16.3 Severability**

If any part of this Contract shall be held unenforceable, the rest of this Contract will nevertheless remain in full force and effect.

### **Section 16.4 Termination of this Contract**

Either party may terminate this Contract by a 60-day written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other materials related to the services prepared by the Contractor under this Contract shall, at the option of the County, become the property of the County.

Upon termination, the County's liability shall be limited to the costs incurred by the Contractor up to the date of termination. If the County terminates the Contract for reasons other than non-performance by the Contractor, the County may compensate the Contractor for its actual allowable costs in an amount determined by mutual agreement of both parties. If the County terminates the Contract for the Contractor's breach, the Contractor may be liable for any additional costs the County incurs for replacement goods and/or services and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined.

## **Article 17 – Special Provisions for High Risk Contract**

During the course of the Contract, the County may determine that this Contract is high risk as a result of evaluating the Contractor's performance or other factors. Determination of high risk status could result in County unilaterally implementing the following changes:

- a. Modifying the payment method to a cost reimbursement basis;
- b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- c. Requiring additional, more detailed financial reports;
- d. Performing additional project monitoring;
- e. Requiring the Contractor to obtain technical or management assistance;
- f. Establishing additional prior approvals; or
- g. Other conditions that the County considers appropriate considering the circumstances.

The Contractor may appeal these changes under Article 15 "Resolution of Disputes," or it may request renegotiation of the Contract or give notice of termination of the Contract under Article 15 "Revision or Termination of this Contract."

## **Article 18 – Nondiscrimination/Affirmative Action**

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5),

Wis. Stats., sexual orientation as defined in s. 111.32( 13m), Wis. Stats., or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. Failure to comply with the conditions of this clause may result in the Contractor(s) becoming declared an ineligible Contractor, termination of the Contract, or withholding of payment.

### Signatures

This Contract becomes null and void if the time between the County's authorized representative signature and the Contractor's authorized representative signature on this Contract exceeds sixty days.

**For County**

Walworth County

Typed Name:

Kimberly S. Bushey / Nick Cramer

Title:

County Clerk / Purchasing Manager

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

**For Contractor**

Typed Name:

Title:

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_