

LEGAL NOTICE

Brown County is accepting bids for HVAC work at our Hazardous Waste Facility located in Green Bay, WI. A mandatory pre-bid site visit is scheduled for Thursday, October 10, 2024, at 9:00am CST. Specifications are available on-line at: www.browncountywi.gov Departments > Purchasing > Open Projects > Project 2704 and DemandStar at: www.demandstar.com

All vendors are responsible for addendums. Bids are to be sent to the Brown County Clerk no later than 11:00 am CST on Monday, October 21, 2024. Submit in a sealed envelope marked "Project 2704". A public bid opening (no in-person) will be conducted via Microsoft Teams. Call-in information will be provided via addendum. Brown County reserves the right to accept or reject any or all bids and to waive any informality in bids. Late receipts, e-mails and facsimiles will not be accepted. Contact the Purchasing Office at 920-448-4049 if assistance is required.

Published by Authority of
Port & Resource Recovery
By Patrick W. Moynihan, Jr.
Brown County Clerk

Request for Bid (RFB)
(Public Works Project Under \$25,000)
For
Brown County

Replace HVAC at Hazardous Waste Facility

Project # 2704



Published Date: **October 3, 2024**

Bid Response Deadline: **October 21,** **11:00** **Local Time**
 2024 **AM** **CST**

To:
Brown County Clerk

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RFB PROJECT DETAILS

1. General

It is the intent of Brown County to contract with a contractor/vendor, hereafter referred to as the “Contractor” for HVAC work. All contractors are responsible for any addendums issued for this project. County retains the right to award multiple contracts on this project.

2. Addendums

DemandStar Website: When an open project is posted, addendum notification will automatically be sent if potential vendors are registered and have downloaded the project details.

REGISTER at NO CHARGE at www.demandstar.com

Brown County Website: When an open project is posted, Brown County is not able to track who downloads project information off our website. Vendors who download project information must monitor our website for any addendums that may be issued.

All projects are posted on the County website. Not all projects are posted on the DemandStar website.

3. RFB Tentative Project Timeline

	Date	Time (CST)
RFB Published	October 3, 2024	
RFB Public Notice Advertised	October 3, 2024	
RFB Mandatory Pre-bid Meeting	October 10, 2024	9:00 AM
RFB Questions Due	October 14, 2024	3:00 PM
RFB Questions & Answers Published	October 16, 2024	3:00 PM
RFB Responses Due from Vendors via mail or hand delivery	October 21, 2024	11:00 AM
Send out Thank You & Intent to Award Letters by	October 25, 2024	
Obtain all required signatures on Contract by	October 31, 2024	

4. RFB Mandatory Pre-bid Site Visit: October 10, 2024, at 9:00am

Site visits are based on the date & time listed in the Tentative Project Time Line above	
Contractors meet at	2561 S. Broadway, Green Bay, WI 54304
Site Visit conducted by:	Chris Blan
Site Visit contact phone number for questions:	920-492-4954

5. RFB Questions Due: October 14, 2024, by 3:00pm

Questions-All questions related to this RFB must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via email to: bcpurchasing@browncountywi.gov
- Questions MUST be clearly marked in the subject line: “Questions for Project #2704.”

MAILED, PHONE CALL AND FAXED QUESTIONS WILL NOT BE ACCEPTED

6. RFB Questions & Answers Published Date: October 16, 2024, by 3:00pm

Answers - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: www.browncountywi.gov > Departments > Purchasing > Open Projects
- AND on the DemandStar website at: www.demandstar.com

It is the responsibility of all interested vendors to access the website(s) for project information. Calls for assistance with the website can be made to (920) 448-4040.

7. RFB Due Date & Delivery Address Details: October 21, 2024, by 11:00am

Responses are due to Brown County Clerk no later than the Due Date.

Prospective vendors can submit Project Information by Hand Delivery, DHL, FedEx, Mail, UPS, USPS, etc.

IMPORTANT: Hand delivery of bids is accepted. Bid opening will be conducted via Microsoft Teams. No in-person bid opening.

Hard copy project information:

- Must be in Sealed envelope
- Must be clearly marked with perspective project #2704 on the outside of the sealed envelope in the lower left-hand corner
- Must be received, dated & time stamped by the due date
- Refer to section 10 for format and submission requirements

Project Requirements:

- No fax or email bid accepted
- No bid may be withdrawn for ninety (90) days
- Pricing is to remain firm for a minimum of ninety (90) days

Bid opening will be via Microsoft Teams (no in-person bid opening). An addendum will be issued providing the required call-in information

<p>Delivery Address for Hand Delivered, DHL, FedEx, Mail, UPS, USPS, etc.</p> <p>Brown County Clerk Project 2704 305 E. Walnut St. Room 120 Green Bay, WI 54301</p>

Note: It shall be the responsibility of the sender to ensure bids arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored.

Please make sure the outside package is clearly labeled with the project number and description of the project when mailing bids via a 3rd party delivery service. This ensures the bid can be applied to the appropriate project.

8. RFB Selection Criteria

Selection will be based on qualified, responsible, and responsive bidder with lowest price.

9. Award Notification

Intent to Award or Thank You letters will be sent via email to all vendors submitting responses.

10. RFB Format & Submission Requirement

Any deviation from these requirements may result in the bid being considered non-responsive, thus eliminating the vendor from consideration. The bid shall include the following completed attachments:

- **INCLUDE RFB COST SHEET (SEE ATTACHMENT B)**
- **SUBMIT LIST OF SUBCONTRACTORS IF ANY ARE BEING USED FOR PROJECT**
- **RFB ADDENDUM ACKNOWLEDGEMENT (SEE ATTACHMENT C)
IF ADDENDUM(S) EXIST for this project, then sign and date the attachment and **INCLUDE WITH YOUR BID.**
FAILURE TO PROVIDE MAY RESULT IN THE AUTOMATIC REJECTION OF THE BID**
- **IF REQUIRED, INCLUDE THE BID BOND WITH YOUR SUBMITTED BID. **FAILURE TO PROVIDE WILL RESULT IN THE AUTOMATIC REJECTION OF THE BID****

11. Bond Requirements for this Project

*Failure to submit a required Bid Bond concurrent with your bid will result in the automatic rejection of your bid.
Performance and Payment Bonds may be submitted after the Contract is awarded and signed.*

- **If your bid is under \$50,000:**
A Bid Bond is **not required**, and a Payment and Performance Bond is **not required**.
- **If your bid is equal to or between \$50,000 and \$100,000:**
A Bid Bond, or a Certified Check or a Cashier's Check substituting for a Bid Bond, in the amount of 5% of your bid **is required; and**
*A Performance and Payment Bond for the total amount of your bid **is required**.*
- **If your bid is over \$100,000:**
A Bid Bond in the amount of 5% of your bid **is required** (submitting Certified Checks or Cashier's Checks substituting for a Bid Bond is **not** acceptable if your bid is over \$100,000 and will result in the automatic rejection of your bid);
and
*A Performance and Payment Bond for the total amount of your bid **is required**.*

IMPORTANT: If you have any questions on bond requirements for this project please email Purchasing at:

bcpurchasing@browncountywi.gov

12. RFB Method of Payment

One of two methods:

1. For projects that are to be completed within 60 days: Payment is net 30 days from completion and approval of project.
2. For all other projects: Partial payment may be made. The retainage shall be an amount equal to not more than 5% of the cost until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor.

If milestone payments are appropriate they will be defined in the contract. Payment terms: Payments may apply as noted in Wisconsin Statute 66.0135. Vendors are strongly encouraged to accept P-Card payments.

13. Financial Verification

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (e.g., Wisconsin Circuit Court Access, UCC, etc.) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

14. Other

1. **Guarantees & Warranties:** Guarantees and warranties on workmanship and materials shall be started in your bid.
2. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
3. **Laws:** All work shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
4. **License:** Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.
5. **Measurements:** Contractors are responsible for all measurements.
6. **Permits:** Contractor shall be responsible for securing all permits and underground utility locates.
7. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
8. **Rebate Incentives:** All Contractors must indicate in their bid if they intend to apply for any rebate incentives from Focus on Energy related to this project.
9. **Rejection of Submission:** Brown County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted and/or to request clarification of any bid/proposal.
10. **Site Protection / Cleanup:** Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean. Any cutting of sidewalks or parking areas must be patched accordingly. Contractor is responsible for restoring any ground or landscaping disruption due to construction of this project.
11. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.
12. **Unfair Advantage:** The County prohibits vendors, who have been awarded a contract and provided drawing specifications, from being able to bid on future construction projects related to those drawings to avoid a potential unfair advantage.

15. RFB Attachments

- A. **RFB Scope of Work, Specifications / Drawings:** Contractor must adhere to specifications/drawings for this project.
- B. **RFB Cost Sheet**
- C. **RFB Addendum Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the County.
- D. **RFB Appeals**
- E. **Contract Insurance Requirements**
- F. **NON-Professional Standard Contract Template:** Contractors submitting bids must review the NON-Professional Standard Contract document. Sections that may be of concern must be identified and an explanation for the objection must be provided with bid submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.

ATTACHMENT A: RFB SCOPE OF WORK, SPECIFICATIONS / DRAWINGS

IF THERE IS ANY CONFLICTING INFORMATION BETWEEN THE ATTACHMENTS CONTAINED WITHIN ATTACHMENT A, THE TERMS AND CONDITIONS WITHIN THE RFB TAKE PRECEDENCE OVER THE ATTACHMENT A DOCUMENTS

SEE ATTACHMENT 1 FOR SPECIFICATIONS POSTED ON THE WEBSITE

ATTACHMENT B: RFB COST SHEET

(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)

Vendor Information

COMPANY PHYSICAL LOCATION INFORMATION					
Legal Name:					
Address:					
City:		State:		Zip:	
Phone:		Fax:			
Federal ID #:		Website:			
COMPANY REMIT INFORMATION <i>(where to send payment, if different than above)</i>					
Billing Name:					
<i>Name to print on check, if different than above</i>					
Address:					
City:		State:		Zip:	
Accounts Payable Contact:		Phone:			
Accounts Payable Email:		Payment Terms:			
CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU					
Primary Name:				Title:	
Email:					
CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU					
Secondary Name:				Title:	
Email:					
CONTACT INFORMATION / PROJECT MANAGER					
Project Manager Name:				Title:	
Phone:				Fax:	
Email:					
CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT					
Contract Signer Name:				Title:	
Phone:				Fax:	
Email:					

Does your Company accept MasterCard Credit Card for payment? YES NO (Circle one)

If credit card payment is accepted, do you charge a service fee? YES NO (Circle one)

If yes, service fee is _____%

Comments:	
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Does your Company accept the Brown County Standard Contract? YES NO (Circle one)

Comments:	
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RFB Pricing

BASE BID:

Provide costs for all labor, materials, and equipment to complete the project in strict accordance to the Specifications and/or Drawings

FOR THE SUM OF

Dollars (\$ _____)

****All pricing is to be inclusive of all costs including travel and meals.***

ATTACHMENT C: RFB ADDENDUM ACKNOWLEDGEMENT

(If Addendums exist for this project, please sign and date and send with your bid)

Important: Failure to submit this form when addendums have been issued may result in the rejection of your bid

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

- 1 2 3 4 5 6

Additional Addenda should be written here:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County.

The Undersigned agrees to the above statement:
Printed Name:
Signature:
Date:

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on the DemandStar website at www.demandstar.com and our website at www.browncountywi.gov, for this project prior to the due date.

If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT D: RFB APPEALS

(This appeals attachment is for your information only, there is no need to sign or mail it back.)

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes; or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more; and
3. vendor selection was based on factual errors; or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB; or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

Submit To:

Brown County Internal Auditor
305 E. Walnut St. Rm 102
Green Bay, WI 54301

ATTACHMENT E: CONTRACT INSURANCE REQUIREMENTS

(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract. There is no need to sign or mail it back.)

Awarded vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to Brown County Administration, 305 E. Walnut Street, Green Bay, WI 54301 or email at: bcpurchasing@browncountywi.gov throughout the contract term.

1. Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

2. Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

Comprehensive General Liability (Occurrence Form)

Products and Completed Operations	
Personal Injury and Advertising Liability	
Independent Contractors / Protective	
Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate

Business Automobile Liability: Covering all owned, hired, and non-owned vehicles

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage
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Excess / Umbrella Liability

Limits of Insurance	\$1,000,000 per occurrence
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Worker's Compensation Insurance and Employers Liability

State Statutory Workers' Compensation Limits	
Employer Liability	\$100,000 each accident

3. **Additional Insured**

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

4. **Adjustment to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

5. **Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

6. **Waiver of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

7. **Certificate of Insurance**

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.

Brown County Department of Administration
305 E Walnut Street
Green Bay, WI 54305-23600

8. **Questions**

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

ATTACHMENT F: NON-PROFESSIONAL STANDARD CONTRACT TEMPLATE

(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)

Sections that may be of concern must be identified and an explanation for the objection must be provided with bid submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.



**BROWN COUNTY NON-PROFESSIONAL
STANDARD CONTRACT**

All posted project details and addendums shall be part of this contract.

Project #:	2704
Service Description:	Replace HVAC at Hazardous Waste Facility
Time of Performance:	Substantial Completion by Date:
Total Amount of Contract:	Maximum Compensation not to Exceed:

The parties to this CONTRACT are *(Insert Vendor Name)*, (Hereinafter referred to as the "CONTRACTOR"), and Brown County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

Performance, schedules, and invoices will be approved by the following Brown County Contact:	Chad Doverspike
Brown County Department:	Port & Resource Recovery
Address:	2561 S. Broadway St.
City, State Zip:	Green Bay, WI 54304
Phone:	920-492-4955
Email:	chad.doverspike@browncountywi.gov

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) has been notified in writing to commence the Performance of Services, or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the COUNTY agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the COUNTY to perform those services, all in accordance with the terms and conditions of this Contract.

1. REQUIREMENTS: The CONTRACTOR is required to:

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms.

2. SCOPE OF SERVICES: CONTRACTOR and its subcontractors agree to fulfill all obligations described in the County’s Project, along with any addenda. Reference the Brown County project for project details, to include project specifications and attachments.

The contract amount includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted without proper approval and change order submission.

3. SPECIFIC CONDITIONS OF PAYMENT: Payment is due after completion and acceptance of the project by Brown County. Payment will be made within thirty (30) days after receipt of a properly documented invoice to the address below:

Payment Terms:	Net 30
Check Payable To:	
Invoice Mailing Address:	
City, State Zip	
Invoice Email Address:	
Invoice Phone Number:	
Federal Tax ID#:	

Payments are to be released in accordance in accordance to any applicable schedules and only if project completion is satisfactory.

4. REPORTS:

- A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

5. TIME OF PERFORMANCE: The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 of the NON-Professional standard contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed as required, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.

6. CONDITIONS OF PERFORMANCE AND COMPENSATION:

- A. **Performance** - The CONTRACTOR agrees that its work shall be completed in a workmanlike manner and shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services in a similar locality.

- B. Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under “Total Amount of Contract,” inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3. Specific conditions of payment shall be subject to Section 66.0135. Wisconsin Statutes as it applies to any late payments by the COUNTY, except as provided by Section 22 of this Contract.
- D. Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to and controlled by each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by CONTRACTOR.
- 7. INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR hereby agrees to release, indemnify, defend and hold harmless Brown County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorneys’ fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agent or assigns. The COUNTY does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
- 8. REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.
- 9. SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
- 10. VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Courts of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Courts for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- 11. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section 24. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. COUNTY may allow 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 unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or 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.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, 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 shall be determined.

This Contract may be terminated by either party for no reason by giving thirty (30) days written notice to the other party of said termination.

12. CHANGES: 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 the Contract.

13. WAIVER: One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

14. PERSONNEL:

A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the COUNTY.

B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

15. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

16. RECORDS:

A. Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.

B. Documentation of Cost - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible, and shall be retained in accordance with the laws of the State of Wisconsin.

17. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the COUNTY inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

18. NON-DISCLOSURE:

A. Acknowledgment of Confidential Relationship - CONTRACTOR hereby acknowledges and agrees that any Confidential Information disclosed to it by Brown County is for the limited purpose of providing services and CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between CONTRACTOR and Brown County by reason of such submission and/or disclosure.

B. Use and Disclosure of Confidential Information. CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by Brown County hereunder. CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without Brown County's prior written approval, which Brown County may

withhold in its sole discretion. In no event shall either party use Confidential Information in a way, which violates state or federal laws.

CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.

- C. **Title remains with Brown County.** All innovations, inventions, devices, processes and/or formulas developed by CONTRACTOR for Brown County shall be deemed to be the sole property of Brown County. CONTRACTOR agrees to disclose in writing to Brown County any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by CONTRACTOR on behalf of Brown County which constitute innovations or inventions developed by CONTRACTOR either solely or jointly in connection with work performed by CONTRACTOR at the request of and/or under assignment by Brown County. CONTRACTOR also agrees to assign to Brown County any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.
- D. **Indemnification by CONTRACTOR.** CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify Brown County and hold Brown County harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Agreement, irreparable damage will immediately occur to COUNTY and CONTRACTOR will indemnify COUNTY from all losses, liabilities and expenses incurred by COUNTY as a result thereof.

19. CONFLICT OF INTEREST:

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the COUNTY, who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Section A. or B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

20. DISCRIMINATION PROHIBITED:

- A. CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

21. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance along with endorsements shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. CONTRACTOR shall furnish the COUNTY with a certificate of insurance along with two endorsements, one naming Brown County, its boards, commissions, agencies, officers, employees and representatives as additional insured and one endorsement providing the COUNTY with thirty (30) days advance written notice of any change, cancellation or non-renewal during the term of the Contract. Upon request, CONTRACTOR shall provide COUNTY with certified copies of the required insurance policies.

- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR, and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the COUNTY'S discretion.

22. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by COUNTY due to circumstances under this paragraph.

23. OTHER PROVISIONS:

- A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by Brown County.
- B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee, of third party beneficiary, of principal or agent, of limited or general partners or of joint venture between the parties.
- C. **Appropriation of Funds** – This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or terminated, the COUNTY may terminate this contract by providing forty-five (45) days written notice to CONTRACTOR.

24. NOTICES: Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

For COUNTY inquire to:

County Department:	Brown County Purchasing
Mailing Address:	305 E Walnut Street, 5 th Floor
City, State Zip:	Green Bay, WI 54301
Phone:	(920) 448-4040
Email:	bcpurchasing@browncountywi.gov

For CONTRACTOR inquire to:

Contractor:	
Mailing Address:	
City, State, Zip:	
Phone:	
Email:	

All other correspondence shall be addressed as above but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in a manner provided above.

- 25. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
- 26. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract.
- 27. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
- 28. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.

*****Continue to Next Page (Signature Page)**

Attachments:

- **Attachment B: Completed Cost Sheet**

SIGNATURE PAGE

BROWN COUNTY PURCHASING

Dale DeNamur, Senior Buyer

Signature: _____

Date: _____

BROWN COUNTY PORT & RESOURCE RECOVERY

Dean Haen, Director

Signature: _____

Date: _____

BROWN COUNTY EXECUTIVE

Troy Streckenbach, County Executive

Signature: _____

Date: _____

CONTRACTOR

(To be signed by the person authorized to legally bind your firm to this contract)

Vendor Name: _____

Address: _____

City / State: _____

Zip Code: _____

Phone: _____

Email: _____

Website: _____

Printed Name: _____

Signature: _____
(Required)

Title: _____

Date: _____

Distribution:

Original – Purchasing

Copy – Contractor(s)

Copy – Responsible Department(s)