

REQUEST FOR Bids

Sauk County Building Services

Law Enforcement Center Water Heater Replacement

Thursday, July 26th, 2024

- I. Point of contact: William Commings
Sauk County Building Services
510 Broadway
Baraboo, Wisconsin 53913
(608) 355-4419

- II. Proposal Due Date: Bids must be received and date stamped no later than 1:00 p.m., Central Standard Time, September 5th, 2024. Faxes, email or electronic submissions are not acceptable. Bids or amendments received by Sauk County after that time will not be considered. Public Opening of Bids will be conducted at the Sauk County Courthouse – EMBS Meeting Room at 1:10 p.m., Thursday, September 5th, 2024 at 510 Broadway, Baraboo, Wisconsin 53913.

- III. **ALL PROPOSALS MUST BE ADDRESSED TO:**

Sauk County Clerk
Sauk County West Square Building
505 Broadway
Baraboo, Wisconsin 53913

The words **LEC Water Heater Bid** must be marked on the sealed envelope.

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1.0 INTRODUCTION

1.1 This document constitutes a request for sealed Bids from qualified vendors to complete Water Heater replacement at the Sauk County Law Enforcement Center located at 1300 Lange Ct. Baraboo, Wisconsin.

2.0 ORGANIZATION

2.1 This document, referred to as a Request for Bids (RFB), has been divided into the following parts for the convenience of the contractor:

- Part One - Introduction and General Information
- Part Two- - Scope of work
- Part Three - General Requirement - Standard Terms & Conditions
- Part Four - Evaluation Information
- Part Five - Pricing & Information

3.0 DEFINITIONS

3.1 For the purpose of this RFB the Vendor will be referred to as Vendor and Sauk County will be referred to as County.

4.0 BACKGROUND INFORMATION

4.1 Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. County operations currently include a skilled nursing facility, a human services department, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other government related functions.

5.0 TENTATIVE SCHEDULE OF EVENTS

<i>EVENT</i>	<i>DATE</i>	<i>TIME</i>
Request for Bid released	July 26th, 2024	
Site visit	July 31st, 2024	10:00 am
Questions Due	August 29th, 2024	
Bids Due	September 5th, 2024	1:00 p.m.
Bids opened	September 5th, 2024	1:10 p.m.
Approve resolution awarding contract	September 9th, 2024	5:00 p.m.

Questions regarding the project can be sent to William Commings at william.commings@saukcountywi.gov

* Responses to all questions to be e-mailed, Bid vendors shall provide email address to William Commings at the above referenced email address in order to receive said updates.

INSPECTION REQUIREMENT

In order to fully understand the project and bid, Sauk County is making a mandatory site visit. The Site visit will be commenced at 10:00 a.m. on July 31st, 2024, at the Sauk County Law Enforcement Center, Community Room (D102A) at 1300 Lange Ct. Baraboo, WI 53913.

6.0 AMENDMENTS AND QUESTIONS:

- 6.1 Sauk County reserves the right to modify this RFB prior to the Proposal due date. Such modifications will be issued by Amendment to all RFB holders.
- 6.2 If Amendments are of such a nature as to require substantive changes in the scope of work or Bid price, the Bid due date may be postponed by such a time that will enable vendor to revise their Bids. In such case, the Amendment will include an announcement of the new Bid due date.
- 6.3 Interpretations or clarifications in response to questions received prior to the Bid due date may be issued by Addenda to all parties recorded as having received this RFB, if considered necessary by the County.
- 6.4 Questions received after the Question due date of August 29th, 2024 may not be answered.
- 6.5 Only formal written responses to questions issued by letter or addenda are binding. Oral and other interpretations or clarifications are not binding.

7.0 CONTRACT

- 7.1 Sauk County intends to award one contract for all work described in this Request for Bids.
- 7.2 Contract type shall be a single fixed-priced (lump sum) contract. Lump sum should include any necessary reimbursables.

8.0 CONTACT INFORMATION

- 8.1 Each vendor obtaining a copy of this Request for Bid either in person, via the Sauk County Web Site, or by other means, must submit an email to william.commings@saukcountywi.gov that contains the Vendor name & contact information. This will assure that any Addenda, questions/answers or other information related to this Request for Bid is received by all interested bidders. If this information is not submitted five (5) business days prior to the Due Date of this Bid, the County retains the right to reject the bid solely for this reason or accept the bid.

PART TWO
SCOPE OF WORK

1.0 OVERVIEW

Sauk County is looking to replace the two current Water Heaters at the Law Enforcement Center. The current Water Heaters are PVI Model No. 8000-2P 1500A-TP, with an installation date of 2003.

2.0 SPECIFICS

- 2.1 Remove South Water Heater that is currently not working and dispose of materials.
- 2.2 Replace with 3 Bock OT500N2 Direct Fired 500,000 BTU Water Heaters or equivalent to.
- 2.3 Tie to existing piping and install reverse return piping for new Water Heaters.
- 2.4 (1) Bocknet or equivalent Bacnet system will have to be installed for remote access into Siemens Desigo BAS software.
- 2.5 Tie into existing gas lines.
- 2.6 Venting will have to be vented outside.
- 2.7 Reroute piping if needed.
- 2.8 Move current circulation pumps from ceiling location and reinstall closer to new Water heaters.
- 2.9 Insulate new piping as required.
- 2.10 Once the (3) Bock or equivalent Water Heaters are installed and running for a minimum of 7 days, the North Water Heater is to be removed and disposed of.
- 2.11 Eliminate any piping that is not needed and capped off.
- 2.12 Sauk County will contract with an Electrical and Software Contractor.

3.0 SCHEDULE

The work included in this request for proposal shall be substantially completed by **December 20th, 2024.**

4.0 REFERENCES

The Bid shall list three references for similar work completed by the Proposer.

5.0 PROPOSAL

This Request for Bid in its entirety shall be returned with signatures as noted along with all other requested information. Failure to do so will be cause to reject the bid.

PART THREE
GENERAL REQUIREMENTS

STANDARD TERMS AND CONDITIONS

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency, Sauk County shall be the sole judge of equivalency. Bidders are cautioned to avoid Bid alternates to the specifications which may result in rejection of their Bid.
- 2.0 QUALITY:** If supplies are furnished, unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by Sauk County.
- 3.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.
- 4.0 PRICING AND DISCOUNT:** Sauk County qualifies for governmental discounts; unit prices shall reflect these discounts.
- 5.0 ACCEPTANCE-REJECTION:** Sauk County reserves the right to accept or reject any or all Bid, to waive any technicality in any Bid submitted, and to accept any part of a Bid as deemed to be in the best interests of Sauk County.
- 5.1 Bids MUST be date stamped by Sauk County Clerk, 505 Broadway, Room 144, Baraboo, WI 53913, on or before the date and time that the Bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a Bid by the mail system does not constitute receipt of a Bid by the County Clerk's office.
- 5.2 Bids shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope: " **LEC Water Heater Bid**" alongside the County's address information.
- 7.0 ORDERING:** If applicable, Purchase order shall be placed directly to the vendor by an authorized agency. No other purchase orders are authorized.
- 8.0 PAYMENT TERMS:** Payment terms shall be specified in the proposal documents. Sauk County shall have 45 days from the date of invoice to make payments required under the proposal.
- 9.0 TAXES:** Sauk County and its agencies are exempt from payment of all federal tax and Wisconsin state and Local taxes on its purchases except Wisconsin excise tax as described below which is excepted by State Statutes.
- 9.1 Sauk County, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel, and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state.
- 10.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document,

acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority. The successful Bid/bidder will be required to sign the contract document attached hereto.

- 11.0 GUARANTEED DELIVERY:** Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 12.0 APPLICABLE LAW:** The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work of its conduct. The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin.
- 13.0 ANTITRUST ASSIGNMENT:** The vendor and Sauk County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Sauk County (purchaser). Therefore, vendor hereby assigns to Sauk County any and all claims for such overcharges as to goods, materials or services.
- 14.0 ASSIGNMENT:** No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Sauk County.
- 15.0 SUBVENDORS:** If sub-Vendors are planned to be used, this should be clearly explained in the Proposal. However, the prime vendor will be responsible for contract performance whether or not sub-Vendors are used.
- 16.0 MEDIATION:** If a dispute arises between or among the Parties, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation. If the matter is not resolved via mediation the parties retain all rights to seek redress in the circuit court pursuant to Section 13.0 herein.
- 17.0 NONDISCRIMINATION:** In connection with the performance of work under this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race religion, color, handicap, sex, physical condition, sexual orientation, national origin, or developmental disability, as defined in s. 51.01(5), Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - 17.1 Failure to comply with the conditions of this clause may result in the vendor becoming declared an "ineligible" vendor, termination of the contract, or withholding of payment.
- 18.0 SAFETY REQUIREMENTS:** All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 19.0 WARRANTY:** Unless otherwise specifically stated by the Bid/bidder; equipment purchased as a result of this request shall be warranted against defects by the Bid/bidder for three hundred and sixty five (365) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.
- 20.0 HOLD HARMLESS:** Vendor agrees to indemnify, hold harmless, and defend Sauk County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor.
- 21.0 INSURANCE RESPONSIBILITY:** The vendor performing services for Sauk County shall:
 - 21.1 Maintain workers compensation insurance, as required by Wisconsin Statutes, for all employees engaged in the work.
 - 21.2 Maintain general liability and owners and vendors protection in the following amounts.
Sauk County shall be named as an additional named insured:

General Liability:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
<u>Automobile:</u> (Combined single limit)	\$1,000,000.00
<u>Excess Liability:</u> (Umbrella)	\$ 1,000,000.00. (Each occurrence and aggregate.)

21.3 Provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on publicliability, professional liability and property damage insurance required above.

21.4 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

22.0 CANCELLATION: Sauk County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the vendor to comply with the terms, conditions, and specifications of this contract.

23.0 TERMINATION FOR CONVENIENCE: Sauk County reserves the right to terminate this contract for convenience upon 90 days notice.

24.0 DATE OF COMPLETION: Sauk County requires that all work under this contract shall be completed by the date of completion stated in the bid. Consideration will be given to time of completion when reviewing the submitted bids. In order to be considered a responsive bid, the bid must state a date of completion. It is Sauk County's desire to have the project substantially completed by December 20th, 2024.

25.0 TERMINATION FOR DEFAULT: Sauk County reserves the right to terminate this contract for default if, after twenty days written notice to cure default, vendor fails to satisfactorily cure the default.

26.0 AUDIT: During the term of the contract, the vendor shall, upon the request of the Sauk County Controller, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.

27.0 INDEPENDENT VENDOR STATUS: None of the officers, employees, or agents of the vendor are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.

28.0 PUBLIC RECORDS ACCESS: It is the intention of the county to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

28.1 Bid openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

28.2 If awarded this contract, Vendor shall assist Sauk county in complying with any open records request.

29.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request must be clearly stated in the Bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Sauk County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

29.1 Data contained in a Bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Sauk County.

29.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified. Bid prices cannot be held confidential.

30.0 DISCLOSURE: If a public official (s. 19.42, Wis. Stats.), a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000.00) within a twelve (12) month period, this contract is voidable by the County unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract.

31.0 RECYCLED MATERIALS: Sauk County desires to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors/bidders are encouraged to Bid/propose products with recycled content, which meet specifications.

32.0 PATENT INFRINGEMENT: The vendor selling to Sauk County the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The vendor covenants that it will at its own expense defend every suit which shall be brought against Sauk County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

33.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

34.0 SUBMISSION OF SAFETY POLICIES/MANUALS. The vendor will be required to submit a copy of the company's safety policies and manuals to the Sauk County Buildings Services Department for review.

35.0 SUBSTANCE ABUSE PROGRAM. The contractor is required to fully comply with Wis. Stat. § 103.503. This includes, but is not limited to:

35.1 The Contractor shall have in place a written program for the prevention of substance abuse among its employees and such written program shall be provided to Sauk County with the contract documents and before any work may be started on the project. The contents of this program shall conform to Wis. Stat. § 103.503.

35.2 The Contractor shall be responsible for the cost of developing, implementing, and enforcing this program as laid out in Wis. Stat. § 103.503 (3) (b).

36.0 PERFORMANCE BOND/PAYMENT BOND

36.1 The selected Bidder shall furnish Bonds covering the faithful performance of the Contract and payment of all obligations to subcontractors and others who provide materials or labor. ("Bonds"). Bonds may be secured through the Bidder's usual source. Cost of Bonds shall be included in the Bid.

36.2 Both Bonds shall be written in the amount of the Contract Sum. The Bidder shall deliver the required Bonds to the Owner with the executed Contract.

36.3 A Surety licensed to do business in Wisconsin shall issue the Bonds. Bonds shall be dated on or after the date of the Contract.

36.4 If using a Power of Attorney, the Bidder shall require the Attorney-in-Fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. It shall state the monetary limit of the power. In addition, a certified and effective dated copy of the power of attorney shall be affixed to each Bid or Bonds by the Attorney-in-Fact executing documents.

37.0 BID BOND. Bids shall be accompanied by a security deposit as follows:

- 37.1 A Bid bond in the amount equal to 5% of the proposers bid. Use AIA A310 Bid Bond Form.
- 37.2 Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- 37.3 The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- 37.4 Include the cost of bid security in the Bid Amount.
- 37.5 After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- 37.6 If no contract is awarded, all security deposits will be returned.

38.0 LIST OF SUBCONTRACTORS: Bidder agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.

39.0 FEES FOR CHANGES IN THE WORK: Include the following with the bid form:

- 39.1 The overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.
- 39.2 The fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractors' gross (net plus fee) costs on additional work.

40.0 CONTRACTOR ACKNOWLEDGMENT OF STANDARD TERMS & CONDITIONS:

CONTRACTOR

AUTHORIZED SIGNATURE OF CONTRACTOR

DATE

PART FOUR
EVALUATION INFORMATION

1.0 EVALUATION PROCESS

- 1.1 The award of a contract resulting from this Request for Proposal shall be based on the most advantageous proposal received by the most responsive vendor.
- 1.2 Completeness of proposal. All requested information is included as noted.
- 1.3 In the event that only one proposal is received in response to this Request for Proposal, Sauk County reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole vendor's proposal. In addition, as part of such negotiations, Sauk County reserves the right to require supporting cost, pricing and other data from the vendor in order to determine the reasonableness and acceptability of the proposal.
- 1.4 Sauk County may conduct interviews with selected vendors should it be deemed necessary to further enhance the selection process.
- 1.5 Sauk County reserves the right to reject any and all proposals.
- 1.6 Completion date will be taken into account when evaluating bid priority.

PART FIVE
PRICING & INFORMATION

PRICING	PRICE
Law Enforcement Center Water Heater Replacement	\$

Sauk County Provided Materials

Any materials and/or services that Sauk County will need to provide to the vendor to complete this project must be listed below.

Electrical and Software Contractor

The vendor hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of Sauk County, a binding contract, as defined herein, shall exist between the vendor and Sauk County.

VENDOR

AUTHORIZED SIGNATURE Date

PRINTED NAME Title

Sauk County Official Date

CONTRACT

THIS CONTRACT, made this day _____ of _____, 2024, by Sauk County hereinafter called "COUNTY" or "OWNER" acting herein through its Building Services Department, and _____ doing business as *(an individual) (a partnership) (a joint venture) (a corporation)(other: describe _____ located in the *(City) (County) of _____ County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the COUNTY, the CONTRACTOR hereby agrees with the COUNTY to commence and complete the project described as follows: **LEC Water Heater Bid**, hereinafter called the PROJECT, for the sum of _____ Dollars (\$

_____) and all extra work in connection therewith, under the terms as stated in the request for proposals, specifications and selected proposal (including any negotiated changes thereto); and at its own proper cost and expense to furnish all the materials, (except materials which the contract documents specifically require to be purchased by the County) supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal Request and Proposal submitted by CONTRACTOR Documents.

The CONTRACTOR further agrees to complete the project by December 20th, 2024. A contract extension shall be at the discretion of the Building & Grounds Director.

The COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in herein, and to make payments on account thereof as provided in the proposal (or amendments thereto).

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

SAUK COUNTY, WISCONSIN

By: Brent Miller
County Administrator

[SIGNATURES CONTINUE ON THE NEXT PAGE]

CONTRACTOR:

By:

(Name)

(Title)

(Address)

(City and State)