



March 3, 2021

Dear Prospective Bidder:

You are invited to submit a proposal to provide Construction Services for A Locker Room & Toilet Room Remodel at the Racine County Rochester DPW Garage located at 31929 Academy Rd (CTH FF), Rochester, WI 53167. Sealed proposals are due on or before **2:00p.m. CST on Wednesday, March 31, 2021**, at the address listed in Section H. Late proposals will not be accepted.

Responses must be in a sealed envelope or box and addressed per section H of the Invitation for Bid. Your response must be manually signed and dated in **BLUE** ink and include all requested information.

General questions regarding the bid should be directed to Debra Ladwig at (262) 636-3700 or via email at [Debra.Ladwig@racinecounty.com](mailto:Debra.Ladwig@racinecounty.com).

Technical questions should be submitted via email to James Winsjansen, Maintenance Supervisor, at [James.Winsjansen@racinecounty.com](mailto:James.Winsjansen@racinecounty.com).

A **MANDATORY** walk-through will be held on Wednesday, March 10, 2021 at 10:00 a.m. Prospective bidders shall meet at the Racine County Rochester DPW Garage, 31929 Academy Rd (CTH FF), Rochester, WI 53167. Due to COVID, bidders will need to register for the walk-through with James via above email or (262) 939-4124, to accommodate social distancing practices. All attendees are required to wear a mask during the walk-through.

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. Contact to any Racine County employee or elected official regarding this Invitation for Bid during this process is prohibited unless authorized by the Racine County Purchasing Manager.

Sincerely,

James Winsjansen  
Racine County Maintenance Supervisor

Encl: Bid Packet  
Bid Specifications  
Architectural Drawings

**INVITATION FOR BID**  
Proposal #PW 2021-2006

**A LOCKER ROOM & TOILET ROOM REMODEL  
AT THE RACINE COUNTY ROCHESTER DPW GARAGE**

**I. PROJECT OVERVIEW**

Racine County is looking to contract services to provide A Locker Room & Toilet Room Remodel at the Racine County Rochester DPW Garage. This project involves an interior remodeling of approximately 360 square feet; removal and replacement of existing plumbing, lighting fixtures, flooring, wall finishes, and installation of new lockers.

**II. INSTRUCTION TO BIDDERS**

**A. SCHEDULE**

Issuance of IFB:	Wednesday, March 3, 2021
Mandatory Walk-through:	Wednesday, March 10, 2021
Deadline for Bidder Questions:	Wednesday, March 17, 2021
Addendum/Questions Answered for IFB:	Friday, March 19, 2021
Proposal Due Date:	Wednesday, March 31, 2021

**B. BIDDER'S QUESTIONS**

Respondents are reminded to **carefully** examine the bid packet, specifications and plans. Bidders should make a written request to Debra Ladwig, Purchasing Manager at [Debra.Ladwig@racinecounty.com](mailto:Debra.Ladwig@racinecounty.com) for interpretation or correction of any printed material. Any requests for change shall be submitted in writing at least seven (7) days prior to bid opening. Request for changes received after that time will not be considered.

**C. ADDENDA**

Any changes made to the IFB after posting will be issued via addenda. The original IFB and any addenda will be posted to the Racine County Website <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>. Bidders are responsible for checking this website for any future addenda prior to the opening date. All addenda must be signed and returned with your submitted proposal as specified in the addenda. Bidders who do not return the addenda may have their proposals rejected. If you are unable to access the internet, contact Racine County Purchasing at 262-636-3700 for a hard copy.

If a vendor receives a proposal packet from any source or entity other than the Racine County Purchasing Department, the bidder is responsible for contacting the Racine County Purchasing Department and requesting the firm's name be put on the bid list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

**D. METHOD OF BID**

Bidders shall submit their responses on the bid form provided. Bids written in pencil or in a format other than the attached worksheets will be rejected. Erasures or corrections of mistakes on Bid Forms shall be initialed or signed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Each copy of the bid shall include the Certification of Vendor page and acknowledgement of addendum(s) **if any**. A legally authorized representative of the bidder will sign the Certification of Vendor page.

E. ORIGINAL AND THREE COPIES ARE REQUIRED

Unless otherwise specified, **one (1) original, three (3) copies plus one (1) flash drive** of your submitted proposal are required.

F. INCURRING COSTS

Racine County shall not be liable for any costs incurred in replying to any request for proposal or invitation to bid.

G. DUE DATE

One (1) original, three (3) copies plus one (1) flash drive of your proposal response are to be received by **2:00 p.m. CST Wednesday, March 31, 2021** in the offices of the Racine County Purchasing Division. Sealed proposals received after 2:00 p.m. central time as dictated by [www.time.gov](http://www.time.gov) shall be considered late and will not be accepted.

H. ADDRESSING OF BIDS

Responses to this IFB shall be submitted in a sealed envelope or box. The outside shall be marked with **bidder's return address** and addressed as follows:

TO: Racine County Courthouse  
ATTN: Debra Ladwig, Finance, 4<sup>th</sup> Floor  
730 Wisconsin Avenue  
Racine, WI 53403

In the lower left-hand corner write:

**“Locker Room & Toilet Room Remodel at the Racine County  
Rochester DPW Garage, #PW 2021-2006, Due: 03/31/2021”**

I. SUBMISSION OPENING

Respondents are advised that there will **NOT** be a public opening for this RFP. Proposals received by the date and time of closing will be opened administratively by specific members of the County and at a time after the closing.

J. WITHDRAWAL OF PROPOSALS

Bids may be withdrawn on written or electronic request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing their bid response confers no right for withdrawal of the bid after it has been opened. Withdrawn bids will be returned unopened prior to the time and date set for bid opening.

K. AMENDMENTS TO BIDS

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. Failure of bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake. Formal bid amendments thereto or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

**L. PROPOSALS BINDING 90 DAYS**

Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following the bid opening date or upon award.

**M. PROPRIETARY INFORMATION**

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

**III. BIDDER'S MINIMUM QUALIFICATIONS**

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. The following criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable by providing proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
- Bidders shall have been in business providing similar service for at least the last three (3) years; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

**IV. TERMS AND CONDITIONS**

**A. INSURANCE**

All proposals must include a certificate of insurance outlining respondent's insurance policies which evidence compliance with the requirements contained herein. Successful respondent shall agree that it will, always during the term of the contract, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Prior to execution of the written contract, the successful respondent shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the contract.

Failure to submit an insurance certificate, as required, can make the contract voidable at the County's discretion. Additionally, the Vendor shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by the County. The minimum requirements are noted below.

Each vendor shall obtain insurance at the following minimum limits:

- General Liability
  - \$1,000,000 each occurrence
  - \$1,000,000 personal and advertising injury
  - \$1,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 Combined Single Limit
- Umbrella Liability Insurance on a following form basis
  - \$4,000,000 each occurrence

- \$4,000,000 aggregate
  - Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable
- Workers Compensation Statutory Limits plus:
  - \$100,000 E.L. Each Accident
  - \$100,000 E.L. Disease Each Employee
  - \$500,000 E.L. Disease Policy Limit

The following applies to all policies:

- The county is named as an additional insured on the general liability, automobile, and umbrella policies.
- All insurance must be placed with an insurance company with a minimum AM Best Rating of A- VII

Vendors shall supply the county with a certificate of insurance showing proof of insurance coverage that meets all requirements.

A Certificate of Insurance for each coverage required under this Contract showing the name of Vendor, insurance company, type of insurance, policy number, effective date, expiration date, limits of liability and a description of the operation to which the coverage applies shall be furnished to the County before the work is started. This Certificate of Insurance shall contain a provision requiring a minimum of thirty (30) days' notice of cancellation or material change. If any change or cancellation is made, County shall be notified in writing.

#### B. USE OF PREMISES

The Contractor shall confine his equipment, the storage of materials and the operations of his workmen to the limits of the work area or in accordance with the directions of the County, laws, ordinances and permits, and shall not unreasonably encumber the premises with his materials. All construction materials, shelter, vehicle parking and storage shall be confined to site. Locations of such storage shall be approved in advance by the County.

The contractor is responsible for any damage done to the building structure, existing hallways, doors etc., that is not part of the scope of work and was damaged during the construction period by the contractor.

The County shall have the right to use or occupy the premises and use the whole or any part of the work as is possible without interference with the work prior to its final acceptance. Such use is not to be taken as an acceptance by the County of the whole or any part of the work performed under this contract.

#### C. COMPLETION DATE

Work shall be completed 90 days after contract has been awarded. Contractor will perform all work in un-interrupted weekday sequence. The Contractor shall make do allowance for all probable difficulties that may be encountered.

In the event all the work required of the Contractor under the contract is not fully completed within the time limit herein and such nonperformance continues for three (3) days after the expiration of said time limit, the County shall have the absolute right without notice and without advertising for quotes, to hire a replacement Contractor,

charge the cost of the work performed by the replacement Contractor against the successful bidder and deduct the amount of such cost from any monies due the successful bidder.

D. PAYMENTS

Payment for services rendered, less any amounts to be deducted for failure to comply with the contract, will be made by Racine County after a final inspection has been made by the County Buildings & Facilities Management Division.

E. LIEN WAIVERS

If Contractor requires multiple payments, all requests will be only for work completed at date of application. Lien Waivers will be provided.

All necessary lien waivers are required with each request for payment. Lien waivers for first pay request total may be submitted at time of second pay request only if approved by Owner. Accurate sequencing henceforth will be followed. Final lien waivers will be processed and ready for distribution to Owner prior to final payment being processed.

All Lien waivers will contain the following language, clearly typed:

“Except for retainage, if applicable, there are no outstanding Claims made against the Owner and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the Period Date, except as set forth in Exhibit A attached hereto, if any, and no such claims set forth on Exhibit A have been included in the Application for Payment dated as of the Application Date.”

F. BONDS

1. BID BONDS

Each Bid must be accompanied by a certified check, bank draft or bank check payable to Racine County or a Bid Bond in the amount of 5% of the total bid, to be retained by and become property of Racine County if the bidder should fail to execute the contract and contract bond within ten days after being notified of acceptance the of bid. The surety executing the bid bond must be licensed to do business in the State of Wisconsin.

A certified and current copy of the power of attorney will be affixed to each bid bond by the person executing it on behalf of the surety. The company executing the Bid Bond must be licensed to do business in the State of Wisconsin.

The apparent successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten days after receipt of notice of bid acceptance, will forfeit to the Owner, as actual damages for such failure or refusal, the security deposited with his bid, it being expressly understood and agreed that such damages would arise out of delay from the necessity to re-bid the Work including the difference between subsequent bids and the apparent successful bidder's bid, or would result from the difference between the next responsible bidder and the apparent successful bidders' bid. Should actual damages total less than the forfeited bid deposit, the difference will be refunded to the apparent successful bidder within 30 days of the date when a contract is executed with the actual successful bidder.

All check deposits will be refunded within twenty (20) days after signing of contract and bond by the successful bidder.

2. **PERFORMANCE & PAYMENT BONDS**

The Contractor, upon signing the contract, is required to furnish a Performance and Payment Bond, in the form required by the Owner and executed by the Contractor as principal and by a surety company satisfactory to the Owner, in an amount equal to 100% of the contract price.

In the event the Contractor fails to furnish such Bonds as above required within ten (10) days from the date of written notice by the Owner, the Owner may, at its sole option, declare this entire Contract null and void, notwithstanding any partial performance hereof by the Contractor, except that in such event, the Owner will compensate the Contractor for the reasonable value of any Work performed by the Contractor prior to such declaration.

Should the surety become irresponsible during the time the Contract is in force, the Owner may require additional and sufficient sureties and the Contractor will furnish same to the satisfaction of the Owner within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as hereinafter provided.

G. **DISPOSAL COSTS**

Contractor's cost for disposal of material shall be included in the Contractor's quoted prices for the work described here. No extra or additional payments will be made for disposal costs.

H. **PERMITS, CODES AND ORDINANCES**

Contractor shall, at his own expense, obtain all necessary permits and licenses and comply with municipal and State laws, ordinances, and regulations.

Should any change in the plan and scope of work be required to conform to law and /or ordinances, Contractor shall notify the County before submitting his quote. After entering a contract, the Contractor shall be held to complete all work necessary to meet the above local requirements without extra expense to the County.

I. **STANDARDS AND JOB SITE SAFETY**

Contractor shall perform all work in accordance with the best present-day practices and conform and test in accordance with the applicable sections of the latest revisions of the codes and standards listed in the scope of work. In the event of a conflict between the referenced codes, standards, scope of work and plans, the one establishing the most stringent requirement will be followed.

Contractor shall be totally responsible for initiating, instituting, enforcing, maintaining, and supervising all safety precautions and job site safety programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of all its employees and all other persons who may be on the job site. In that regard, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations and order of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain as required by existing conditions and the progress of the work, all reasonable safeguards for safety and protection, including posting of danger signs and other

warnings against hazard, promulgating safety regulation and notifying owners and users of adjacent utilities. County does require that Contractor comply, at a minimum, with the safety regulation of County as set out in the scope of work for this contract, to protect County's employees who may be on the job site.

Enactment of safety precautions and regulations; placement and provision of safety material, barricades, etc.; and use or provision of all required safety equipment shall be the sole responsibility of the Contractor whose employees or subcontractors are exposed to the applicable hazard or whose work endangers surrounding persons, property, equipment, contractors, etc.

**J. INSPECTION/CLOUSE OUT PROCEDURES**

All materials used and all work completed by the Contractor shall be always subject to the examination, observation, and approval of the County.

At their discretion, the County shall have the authority to suspend work that does not comply with plans and scope of work and reject non-complying work and materials provided, however, that the failure of such inspector to reject non-complying work and material shall not constitute a waiver by the County of any rights of the County.

For final acceptance, the County shall inspect the work included in the contract as soon as practical after notification by the Contractor that such work has, in their opinion, been completed and final cleanup has been performed. Should the inspection disclose any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of the same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

**V. PROPOSAL SUBMITTAL INSTRUCTIONS**

For an evaluation committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals must be submitted according to the format detailed below. The proposal should be prepared simply and economically, providing straightforward and concise information as requested. Use of existing materials, brochures and other standard preprinted materials containing information responsive to the requests in the RFP, if available, are encouraged as a method to reduce your response time. However, unnecessary elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired. Racine County reserves the right to reject any proposal not properly formatted.

**A. CERTIFICATION OF VENDOR PAGE**

Place this page on top of the original and each copy of your complete proposal. See page 13.

**B. TABLE OF CONTENTS**

Include clear identification of the material to be used as indicated on architectural drawings.

**C. EXECUTIVE SUMMARY**

Limit to one or two pages. Briefly state the respondent's understanding of the service to be provided and a positive commitment to perform the services as defined in the RFP.



**D. FIRM EXPERIENCE**

Vendor shall furnish background on your firm, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Also describe any unique approaches or techniques developed and used by the firm that would give it an advantage in this engagement.

**Financial viability of the firm will be a factor when determining the final award.**  
Financial statements shall be provided.

**E. COMPLIANCE WITH CONTRACT TERMS & CONDITIONS**

State your firm's compliance with the Contract Terms and Conditions as stated in Section VIII.

Any desired exceptions to the terms and conditions of the RFP must be addressed to the specific paragraph where a conflict exists. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent.

**F. COST AND PROPOSAL FORM**

Vendor shall submit a cost of proposal section to include but limited to the following information:

1. Detailed description of all fees to be charged to Racine County.
2. Description of the billing processes and procedures.

**G. REFERENCES**

Vendors shall provide, at a minimum, three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects. Racine County is especially interested in receiving references from projects that most closely match our project.

**VI. EVALUATION OF PROPOSALS**

Proposals submitted will be evaluated based on criteria including, but not limited to, the following. All Proposals will be reviewed by an Evaluation Committee.

A. Adherence to Specifications and completeness of the Proposal

B. Service

C. Experience

Vendor's experience, past performances, qualifications, and their ability to provide all services required in this proposal. References should include companies of similar size with similar requirements as specified in this proposal.

D. Proposed Pricing

The Team will collectively evaluate and rank proposals. Interview may then be conducted with only the top ranked Vendors. Negotiations shall be conducted with Vendors so selected. The Evaluation Team may request a Best and Final Offer (BAFO) and/or make a recommendation for the Contract award.

**Award may be made without discussion with bidders; therefore, bidders are cautioned that Proposals should be submitted initially on the most favorable terms.**

## **VII. AWARD**

### **A. COMPLIANCE WITH RFP**

Proposals submitted must be in strict compliance with the terms of the RFP. Failure to comply with all provisions of the RFP may result in disqualification.

### **B. AWARD**

The recommendation for award shall be based upon the Proposal that represents the most advantageous overall response for Racine County, all factors considered.

The County of Racine, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to Racine County. All bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Racine County. Award shall not be made, and a contract shall not be executed until Racine County, at its sole discretion, accepts a proposal.

### **C. CONDITIONS OF AWARD**

By submitting a proposal, the respondent thereby agrees that Racine County's decision concerning any submittal is final, binding, and conclusive upon it for all purposes, and acknowledges that Racine County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable described in the RFP. All materials submitted become the property of Racine County and may be available to the public.

### **D. NEGOTIATE**

Racine County reserves the right to negotiate price with successful bidder prior to awarding contract and during the contract period.

### **E. NOTICE OF ACCEPTANCE**

Racine County will notify the selected bidder as soon as practical of the selection. Written notice of award to bidder in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the Certification of Vendor page will be considered sufficient notice of acceptance of bid.

## **VIII. STANDARD TERMS and CONDITIONS**

These terms and conditions shall be incorporated into and made a part of all Services contracts entered between Racine County (hereinafter "the County") and the consultant/contractor/provider (hereinafter "the Consultant"), references to both the County and the Consultant are hereinafter "the parties." These terms and conditions shall take

precedence and supersede any other terms and conditions which are not consistent with these terms and conditions.

- A. **PERFORMANCE:** Consultant shall perform all services under any contract in the highest professional manner pursuant to the standards within the industry.
- B. **INTELLECTUAL PROPERTY:** Any documents or work product produced pursuant to any contract shall become the property of the County and shall be under the control of the County. Consultants shall be allowed to retain copies of said documents and work product.
- C. **OWNERSHIP RIGHTS:** Any of the County's documents which are provided to the Consultant to assist the Consultant in the performance of his or her work shall be returned to the County upon demand of the County or at the conclusion of the project, whichever comes first.
- D. **ASSIGNMENT:** Consultant shall not assign, sublet, subcontract, or transfer any of the services or interest under the contract without the prior written consent of the County.
- E. **EQUAL OPPORTUNITY:** In connection with the performance of services under this contract, Consultant agrees not to discriminate against any employee, applicant for employment or person receiving services from the Consultant, pursuant to this contract because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, natural origin as those terms is described in state and federal law.
- F. **STATUTORY COMPLIANCE:** The Consultant shall comply with all federal, state, local laws and regulations and requirements.
- G. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, the County and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of the Consultant or any of the Consultant's agents or employees in the performance of services under this contract.  
  
To the fullest extent permitted by law, the County shall indemnify and hold harmless the Consultant and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of Racine County or any of the County's agents, or employees in the performance of services under this contract.
- H. **CHOICE OF LAWS:** The laws of the State of Wisconsin shall govern this contract, the construction, interpretation and determination of the rights and duties of the parties under this contract.
- I. **INDEPENDENT CONTRACTOR:** The Consultant shall be considered an independent contractor and not an employee of the County. The County agrees that the Consultant shall have sole control of the method, hours, work and time and manner of performance of this contract unless specifically stated. The County takes no responsibility for the selection,

dismissal, supervision, direction, or performance of Consultant's employees. Nothing contained in this contract shall create a contractual relationship with or cause of action in favor of a third party against either the County or the Consultant. The Consultant's services under this contract are being performed solely for the County's benefit, and no other entity shall have any claim against the Consultant because of this contract or the performance or nonperformance of services provided hereunder.

- J. **TERMINATION:** Either party may at any time, upon thirty (30) days prior written notice to the other party, terminate this contract. The County shall pay for all work performed up to the termination date. The County shall not pay any termination expenses or costs if the contract is terminated regardless of the reason for termination.
- K. **INSURANCE:** Consultant will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to the County. Auto Liability Insurance.
- L. **ACCESS:** The County shall arrange for safe access to and make all provisions for the Consultant and Consultant's agents and employees to enter upon public and private property as required for the Consultant to perform services under this contract.

**Racine County expressly rejects any of the following terms and conditions in its contracts for professional services:**

- 1. **ARBITRATION:** There shall be no binding arbitration provisions in any contract between the County and the Consultant.
- 2. **LIMIT OF LIABILITY:** There shall be no limit on the Consultant's liability as part of the contract between the County and the Consultant.
- 3. **ATTORNEY'S COSTS/FEES:** There shall be no provisions mandating the payment of the either of other party's attorney's fees which are the result of litigation arising out of contract disputes.

**ENTIRE AGREEMENT:** THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE CONSULTANT AND THE COUNTY. ANY AMENDMENTS TO THIS AGREEMENT SHALL BE IN WRITING AND EXECUTED BY BOTH PARTIES.

## REFERENCES

### A LOCKER ROOM & TOILET ROOM REMODEL AT THE RACINE COUNTY ROCHESTER DPW GARAGE #PW 2021-2006

List three (3) references for construction services to that requested in this RFP.

1. Company: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Description of project: \_\_\_\_\_

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2. Company: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Description of project: \_\_\_\_\_

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3. Company: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Description of project: \_\_\_\_\_

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## CERTIFICATION OF VENDOR

### A LOCKER ROOM & TOILET ROOM REMODEL AT THE RACINE COUNTY ROCHESTER DPW GARAGE #PW 2021-2006

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this RFP and declares that the attached proposal is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the RFP and all related attachments and information provided by Racine County before submitting this proposal.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**BID GUARANTEE:** Include 5% of the total bid through formal bond or company check payable to Racine County.

**BASE BID:** Our Bid to complete all work required for **#PW 2021-2006 A Locker Room & Toilet Remodel @ Racine County Rochester DPW Garage** in accordance with the plans is as follows:

\_\_\_\_\_ Dollars...(\$\_\_\_\_\_)

LIST OF CONSTRUCTION DOCUMENTS

We agree to perform the work in strict compliance with and be bound by the terms, conditions, and contract time constraints, as specified in the following Construction Documents:

- A. Project Drawings  
By RUDIE|FRANK ARCHITECTURE, Inc., Project No. 45-20, dated January 21, 2021 as contained in Racine County Purchasing Department RFP #PW 2021-2006.
- B. Project Specifications  
As contained in Racine County Purchasing Department RFP RFP #PW 2021-2006.
- C. Addenda  
As issued prior to the Bid Date by Racine County.

ADDENDUM RECEIPT

We acknowledge the receipt of:

Addenda # \_\_\_\_\_ dated \_\_\_\_\_

Addenda # \_\_\_\_\_ dated \_\_\_\_\_

Addenda # \_\_\_\_\_ dated \_\_\_\_\_

CERTIFICATION OF PROPOSAL

By signing and sealing below, we/I hereby certify that this bid proposal shall be valid and subject to acceptance by the OWNER through written notification, for a period of ninety (90) calendar days after the scheduled closing time and date for receipt of proposals.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Racine County  
A Locker Room & Toilet Room Remodel at the Racine County Rochester DPW Garage  
March 2021

**END**