

City of Sheboygan, Wisconsin  
Request for Proposals  
Architectural and Engineering Services for Construction  
of a new Fire Station and Improvements to an existing  
Fire Station

SHEBOYGAN FIRE STATION # 3



SHEBOYGAN FIRE STATION # 2



*To be published in The Sheboygan Press  
on March 8, 2024 and March 15, 2024*

City of Sheboygan, Wisconsin

Request for Proposals

Architectural and Engineering Services for Construction of a new Fire Station and  
Improvements to an existing Fire Station

The City of Sheboygan is seeking proposals for Architectural and Engineering Services for the design of a new Fire Station to replace Sheboygan Fire Station # 3 located at 1326 N. 25<sup>th</sup> Street, Sheboygan, Wisconsin. In addition, a secondary project will involve an analysis of Fire Station # 2 to determine the viability of an expansion project. The engagement will include all aspects of conceptual design through construction management.

There will most likely be two separate contracts for the work. Construction bidding may also occur in a fashion other than simultaneously. The City intends to contract with one firm for both the Fire Station 2 and Fire Station 3 projects.

Interested firms may request proposal documents by contacting Bernard Rammer, Purchasing Agent at (920) 459-3469 or via Email at [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

The chosen firm will need to demonstrate significant experience in the design and engineering of public safety buildings with an emphasis on buildings for Fire Department Headquarters structures and multi- purpose public safety training structures.

In order to be considered, proposals must be on file in the office of Bernard Rammer, Purchasing Agent, Sheboygan City Hall, 828 Center Avenue, Sheboygan WI 53081 no later than 1:00 PM Tuesday April 9 , 2024. Proposals received after this date and time may not receive consideration.

All proposals must remain in effect for not less than 60 days beyond the due date and become the property of the City of Sheboygan.

The City of Sheboygan reserves the right to reject any proposal, cancel this solicitation, waive any informality associated with the proposal process and award a contract based upon the proposal deemed to be in the best interest of the City of Sheboygan.

Bernard Rammer, Purchasing Agent

City of Sheboygan, Wisconsin  
Request for Proposals  
Architectural and Engineering Services for Construction of a new Fire Station and  
Improvements to an existing Fire Station

DESCRIPTION:

The City of Sheboygan is seeking proposals for Architectural and Engineering Services for the design of a new Fire Station to replace Sheboygan Fire Station # 3 located at 1326 N. 25<sup>th</sup> Street, Sheboygan, Wisconsin. In addition, a secondary project will involve an analysis of Fire Station # 2 to determine the viability of an expansion/new construction project. The engagement will include all aspects of conceptual design through construction management.

There will most likely be two separate contracts for the work. Construction bidding may also occur in a fashion other than simultaneously.

BACKGROUND FIRE STATION # 3

In 2022, the City engaged the services of a consulting firm on a fee for services basis to analyze the overall condition of the current Fire Station # 3 and assess the viability of remodeling and expansion of the existing facilities and available land against current and future programming needs. The result of that analysis is that the current structure is not conducive to the level of remodeling required and the site is not of an adequate size to support expansion. Through this analysis, the City of Sheboygan has decided to design and construct a new station and ancillary structures on another site. This will allow the City the ability to continue operations at the present location during construction. Following construction and relocation of the Fire Department operations to the new facility, it is the intent of the City to place the existing station and land up for sale.

In addition to the Main Fire Station there is a requirement to design an ancillary support structure specially designed and constructed for training of Firefighting and other first responder disciplines. There is also a need for sufficient parking to accommodate on-site training for up to 70 attendees, emergency vehicle parking during training as well as parking for staff assigned to the station.

### TRAINING FACILITY TO BE CONSTRUCTED ADJACENT TO FIRE STATION 3

The City has identified a need for a Multi-functional training facility. While the primary use will be for Firefighter training it is thought that it can also be used for training conducive to Law Enforcement and even Special Weapons and Tactics (SWAT) and K-9 teams. The building will require some specialized construction but will essentially be modeled after a two-story residence with a Four-story fire training tower included in order to comply with ISO regulations. The facility will require specialized design and construction to support and sustain Firefighter training use. Due to specialized design and construction, the design and ultimately the construction of this facility may result in the need to engage the services of a third-party specialized design/construction firm or firms. Should that be found to be the case, the selected Architectural/Engineering firm would assist only with design and engineering of the overall site.

Additional needs for this structure include provisions for confined space training for both public safety and public works personnel, a conference room to accommodate 25-30 attendees for classroom training, rest rooms, kitchenette and perhaps some storage. Finally, The City is interested in incorporating an indoor shooting range facility for its Police Department. Indoor shooting range facilities require specialized ventilation systems and other considerations. The City does not have specific needs identified as yet for the shooting range portion of the building.

### BACKGROUND FIRE STATION # 2

In 2023 the City of Sheboygan determined that some modifications and updating were necessary to Sheboygan Fire Station # 2 on the near south side of the City. The structure was constructed in the 1970's and includes two apparatus bays, living quarters, and a physical training room in the lower level. The station was originally constructed with dormitory style sleeping quarters and at some point, the facility was upgraded to form several private/semi private bedrooms. In 2020 the City undertook a project to replace the original flat roof on the building with a pitched roof. Other recent improvements include a new emergency generator.

The building needs to be updated and also lacks several features to support current regulations and programming needs. First and foremost is a need for separate private sleeping and bathing quarters for female personnel. In addition, the Fire department has identified the need for a third Apparatus Bay, equipment storage, a turnout gear laundering facility and a meeting and training space and also would like the ability to move the physical training equipment to the first floor from its current basement location. A need exists for the incorporation of elements related to "Clean Station and Isolation" station designs.

There is currently a wooded parcel immediately to the south of the station owned by the City and it is thought that this area is of sufficient size to accommodate construction of an addition or, based upon the results of the analysis to be performed and upon the recommendation of the Architect/Engineering firm, construct an entirely new station.

There is a high level of concern that disruptions in operations at Fire Station # 2 be kept to an absolute minimum during the initial survey work as well as work to occur in the future.

### SCOPE OF WORK:

#### PROJECT DESCRIPTION FIRE STATION # 3

The proposed primary project will include complete design and engineering of a new City of Sheboygan Fire Department Fire Station and a companion facility for training. As of this writing a suitable site for construction has not been secured. The City is currently in final negotiations to purchase the former Sheboygan County Highway Department complex located on North 23<sup>rd</sup> Street immediately south of the Sheboygan Police Department. As of this writing, It is believed that a formal transfer of ownership should be finalized in the next 30-60 days. Following the sale/purchase of the property, it is the intention of the City to initiate steps toward clearing of the site.

The Contract(s) awarded through this RFP will entail all related professional services including conceptual development, Engineering, preliminary designs and final design. In addition, the selected firm will be responsible for development of complete plans and specifications suitable for construction bidding, assistance with review of bids received, construction oversight and final close-out upon completion of construction.

#### PROJECT DESCRIPTION FIRE STATION # 2

The proposed secondary project will include an analysis of the existing structure to ascertain whether it is structurally capable of major remodeling and acceptance of one or more additions.

Should the structure be found to be incapable of desired remodeling and acceptance of one or more structural additions to meet current and future programming needs then the Architectural Firm would be tasked with the responsibility for design of a new structure on a vacant piece of land to the south of the current station.

Regardless of whether the conclusion to the study is to add-on to the current station with associated remodeling or perhaps to construct an entirely new facility adjacent to the current structure the selected firm will be responsible for all facets of design and engineering. The Contract awarded through this RFP will entail all related professional services including conceptual development, preliminary designs and final design. In addition, the contracted firm will be responsible for development of complete plans and specifications suitable for construction bidding, assistance with review of bids received, construction oversight and final close-out upon completion of construction.

Based upon the previous analysis and programming review the City of Sheboygan Fire Department has identified the following criteria and elements necessary for inclusion into the design of both the New Fire Station to replace Fire Station # 3 and the ancillary training structure as well as remodeling and an addition to Fire Station # 2.

#### FIRE STATION # 3 ELEMENTS

The following elements are considered to be essential to the City of Sheboygan and while subject to modifications are to be incorporated in the design of the structure.

- Interior space of a minimum of 25,000 square feet.
- Two story structure is desired.
- A minimum of (4-6) drive through apparatus bays immediately located adjacent to the main part of the building.
- A turnout gear laundering area and drying room will separate the primary (4-6) drive through apparatus bays from the (4) secondary drive through apparatus bays which will be used to store support vehicles, boats, UTV, Dive Team vehicles and the Survive Alive training trailer.
- Mezzanine space for the storage of smaller equipment perhaps over and above the turnout gear laundering and storage area.
- An outside wall of one end of the turnout gear area will require a full height hose drying tower with final location to be determined..
- A training/conference space capable of supporting up to (75) people.
- The Conference space will also have 3-4 small conference rooms for breakout sessions.
- The Conference space will also feature sufficient rest rooms to accommodate those in attendance of training.
- The Conference space will also function as an Emergency Operations Center (EOC) which will require additional technology features.
- The conference space will have a small kitchenette area with sink.
- The conference space will be located immediately adjacent to the main entry/lobby and will require an exterior door as a secondary means of egress in an emergency.
- The Apparatus bays and perhaps the first floor or the entire structure will be heated with in-floor radiant heating.
- Apparatus Bay aprons shall also feature heated concrete.
- Rest rooms to accommodate Office staff can be unisex.
- Rest rooms for Training Center can be unisex.
- Radio and Network equipment room
- Storage rooms for A/V equipment and Conference room furnishings
- The entire structure should be designed to allow for the ingress of natural daylight.
- The main office area shall have a lobby/waiting room with a capacity of 6-8 people and an adjoining meeting room. The meeting room will be adjacent to the waiting room and allow for staff to enter the room from the secure side.

- The lobby/waiting room at the front of the building will feature either a unisex toilet facility or perhaps separate facilities for males and females.
- The main office will require 8 private offices for the Fire Chief, (2) Assistant Chiefs, Fire Inspector and (3) Battalion Chiefs, an EMS Office as well as a Chief's conference room adjacent to the Chief's office.
- The Main Office will feature no less than (4) modular workstations for Administrative Staff.
- The Main office will also include a kitchenette space.
- There is a desire to explore the possibility of incorporating solar energy systems as well in the interest of sustainability.
- Designs should incorporate provisions for future vehicle charging needs in addition to those currently used by emergency vehicles and staff/support vehicles.
- There is a need for up to (12) bunk rooms including the Officer Bunk Room
- Men's and women's locker rooms serving living quarters
- Linen storage and Janitors closets
- The facility design must incorporate clean station and isolation concepts in design to minimize contamination including proper segregation of the HVAC systems.

#### TRAINING STRUCTURE ESSENTIAL ELEMENTS

- Facility will be of specialized design and construction to accommodate Firefighter training.
- Design will include single story and two story residential layouts.
- Design of interior and furnishings is to be included.
- Facility will have a 4-story tower to meet ISO requirements.
- Facility will have a training/meeting area that will accommodate 25-30 attendees including a kitchenette, rest rooms etc.
- The facility will also feature an indoor firearm shooting range including all of the necessary ventilation needs.
- Additional needs requiring the design of this multi-purpose facility still need to be determined.
- Due to the specialized nature of design of these types of facilities, the City understands that the services of a third-party Architectural design firm may be required for this structure. Should that be the case, the contracted firm would be expected to have some involvement regarding site design and would be expected to work with the third-party design firm in a complementary manner.

## FIRE STATION # 2 ESSENTIAL ELEMENTS

The following describes the general scope of work to be included in any contract for Architectural and Engineering services to be provided for Fire Station # 2.

An assessment of the current structure to assess structural fitness, current conditions and arrive at a conclusion as to whether additions to the existing structure or construction of a new structure is the best alternative. Supportive criteria for the recommendation will be required. Regardless of the outcome of the study to construct an addition or build a new structure on the adjoining vacant lot, the following are considered to be essential elements:

- An appropriate number of unisex bathroom/shower rooms
- Six to eight bunk rooms including one for the Officer.
- A day room large enough to accommodate station staff
- An exercise Room sufficient to support larger exercise equipment
- Kitchen and pantry area large enough to accommodate (3) refrigerator/freezers
- A dining room/dining area to accommodate 8-10
- A secure front lobby vestibule with seating
- A conference room/training room with the ability to accommodate 10-12 participants and presenters.
- An additional apparatus bay for smaller vehicles such as command vehicles or trailers.
- The additional apparatus bay will also accommodate a turnout gear laundering area, an appropriately sized turnout gear drying room and storage area for turnout gear.
- Office area for the Station Officer.
- Separate office area for EMS personnel to allow for HIPPA compliance.
- An Outdoor patio area for station staff

Engineering of the following systems is to be included in the contract for Architectural Services for both Fire Station # 3, the multi-purpose training facility and Fire Station # 2:

- Lighting and electrical
- State Plan approvals
- Site work including survey work as required.
- Emergency power generator and switchgear
- Fire Alarm systems
- Computer network provisions
- Fire Suppression systems
- HVAC Systems
- Keycard access systems
- Security systems including cameras
- Plumbing Systems
- Storm water management
- Accommodations for runoff of training water



- Interior Design
- Furnishings for the office areas
- Assist City with furnishing layout for the other areas of the building
- Building Security and Access Control
- Sanitary Sewer connection.
- Structural Engineering
- Municipal Water Connection.
- Systems for control and management of vehicle exhaust
- Solar Energy systems
- Compressed air systems including breathing air systems
- Civil and site Engineering and erosion control
- Erosion Control plans
- Landscaping
- Site access Control
- Exterior lighting/Camera systems etc.
- Provisions for charging/exhaust control of current emergency vehicles
- Provisions for the charging of electric vehicles in the future in the interest of sustainability and preparedness for new technology over the next 50+ years.
- Both stations should include an infant drop box with an alert system.
- Both stations shall include an emergency call button(s) that connects to County Dispatch if help is needed.
- Both stations shall have fitness/workout areas
- Both shall feature station alerting systems.

## PROPOSAL ELEMENTS

This proposal covers new construction, renovations and/or additions to an existing building, please answer the questions providing information to support new construction, additions and renovations.

1. Provide the following information:
  - a. Name of Firm
  - b. Address
  - c. Contact Person
  - d. Telephone
  - e. Fax Number
  - f. Internet Address
  - g. E-Mail Address
2. Provide a General Statement of Qualifications that responds to the project background information provided above.
3. Personnel:
  - a. List the professional and support positions and number of personnel in each position.
  - b. Provide an organizational chart, including resumes of all personnel who would be involved in this project. Provide specific information as to their experience on projects similar to this one. For the project manager and project

architects identified as part of the project team, provide the name and phone number of three clients with whom the architect has worked with on a similar project.

- c. List professional consultants or sub-contractors outside your firm whom you propose would provide services not available in your firm. Provide specific information documenting their work on similar projects.

4. Fire Station Headquarters' Facilities:

- a. Submit a list of all Fire Station related projects, especially headquarters, your firm currently has in progress and the status of each.
- b. For your last Fire Station projects, provide the following:
  - i. Name of Project
  - ii. Client contact
  - iii. Owner's total initial budget
  - iv. Total project cost
    - 1. Number of change orders
    - 2. Total cost of change orders
  - v. Date of bid
  - vi. Scheduled completion date
  - vii. Actual completion date
- c. List your three best projects and the project personnel, including consultants, for those projects. Include Pictures, designs, floorplans etc.
- d. Describe the exceptional features of Fire Station facilities designed by your firm.
- e. Explain your firm's Fire Station and/or government facility expertise.
- f. Provide a photographic portfolio of previous projects.

5. Special Design Concerns:

- a. Explain how your firm ensures compliance with the Americans with Disabilities Act (ADA). Provide examples.
- b. Efficient energy usage and Sustainability is a concern for the City. Describe how your firm incorporates these aspects of design into its work. Provide examples.
- c. Historical renovation is a concern for the City. Describe how your firm incorporates this aspect of design into its work. Provide examples.
- d. Carcinogen or contamination prevention, hazardous material handling.
- e. Experience with design of Specialized Fire Training Structures and facilities
- f. Provide a list of "niche" design firms you have worked with in the past for design of these types of structures in lieu of experience on the part of your firm in the design of specialized training structures.

6. Architectural/Engineering Service

- a. Provide information on your current workload and how you would accommodate this project.
- b. Describe in detail the process you would follow from schematic approval through the approval of the final design.
- c. Outline the design schedule you would implement to meet the expected construction and occupancy dates. Describe the methods you would use to maintain this schedule.
- d. Describe your method for consensus building, including your role, the methodology employed, the outcome, and a contact person for a recent project where you employed this method.
- e. Describe the types of problems you have encountered on similar projects, and explain what you did to resolve the problems and what you would do differently to avoid such problems on future projects.
- f. Describe how your firm can add value to this project and the process and include examples of situations from comparable projects where the owner realized tangible value.
- g. Describe how you intend to minimize disruption in Fire Station operations at both facilities.

7. Construction Costs

- a. Describe cost control methods you use and how you establish cost estimates. Include information on determining costs associated with construction in existing facilities.
- b. List the steps in your standard change order procedure.

8. Legal Concerns

- a. Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by a government agency on a municipal project or any of the same you have filed against a client.
- b. Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by any client or any of the same you have filed against a client.
- c. Explain your General Liability Insurance coverage.
- d. Explain your Professional Liability Insurance coverage.
- e. Prior to start of any work, the firm will be required to provide the City of Sheboygan, Wisconsin, with a certificate of insurance listing the City of Sheboygan as additional insured and include limits of coverage of Liability, Workers

Compensation, Automobile coverage etc.

9. Fees

- a. Provide information on your preliminary fee structure based on the scope indicated above, including anticipated reimbursable costs for both the Headquarters Facility Complex as well as Fire Station # 2. Please separate the costs as follows:
  1. Fire Station # 3 and Adjacent Training Facility
  2. Fire Station # 2
- b. Submit a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work if requested.

10. Grant Writing

- a. Provide experience in successful grant applications related to Fire Station Construction, Fire Training Facilities etc.
- b. Provide Contact information of Department or Agency supplying grant or funding.
- c. List type of grant and purpose of funding.

11. Proposal Submittal

- a. In order to be considered, (1) original proposal and (5) identical copies must be received no later than Tuesday April 9, 2024 at 1:00PM in the office of the City of Sheboygan Purchasing Agent, City Hall, 828 Center Avenue, Sheboygan WI 53081. Alternatively, proposals may be emailed to [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)
- b. Cost Submittals shall accompany the proposals and include all anticipated costs associated with the work, including travel expenses. Costs will be relayed in a "lump sum" format and include a schedule of partial payment requests anticipated during the engagement.
- c. Sub-Contracted work will include the provision of goods and services to be supplied by sub-contractors, the proposer shall include detail relative to the sub-contractors and the work to be provided.
- d. Tax Exemption – The City of Sheboygan is exempt from all sales, use and excise taxes. Proposals will not include any tax expense.
- e. Timing – The City of Sheboygan is interested in entering into contract as soon as possible. Please include a brief timeline in your proposal demonstrating your ability to complete the work in a timely manner assuming you are awarded this work.
- f. Contract – Unless otherwise required, any contractual documentation resulting from this solicitation will be accompanied by a City of Sheboygan Purchase Order.
- g. Questions regarding this solicitation should be sent to:

Bernard Rammer, Purchasing Agent  
City Hall, 828 Center Avenue, Sheboygan WI 53081  
[Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

## **STANDARD TERMS AND CONDITIONS** (Request for Bids/Proposals/Contracts) City of Sheboygan Purchasing

**APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Sheboygan acquires goods or services, or both.

**ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract 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 City.

**DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

**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 or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

**DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

**QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

**QUANTITIES:** The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

**DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

**PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

**CONFLICT OF INTEREST** Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any city official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

**ACCEPTANCE-REJECTION:** City of Sheboygan reserves the right to accept or reject any or all bids, 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 the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

**BID SUBMISSION:** Bids **MUST** be dated and time stamped by the Sheboygan City Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

**METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

**ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan City Purchasing Division.

**PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, City of Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

**NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

**TAXES:** The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax-exempt number to the City of Sheboygan.

The City 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. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

**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 administrative costs.

**APPLICABLE LAW AND VENUE:** This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

**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 the City of Sheboygan.

**NONDISCRIMINATION/AFFIRMATIVE ACTION:** During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

**FAILURE TO COMPLY** with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by the City of Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of Sheboygan Ordinances., and the provisions of this Agreement.

**ADA: Americans with Disabilities Act:** The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

**PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (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, copyright or trademark 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.

**SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

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

**WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

**INSURANCE RESPONSIBILITY:** The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

**CANCELLATION:** City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of

performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

**PUBLIC RECORDS ACCESS:** It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan City Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

**PROPRIETARY INFORMATION:** If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

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 shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

**PROMOTIONAL ADVERTISING:** Reference to or use of The City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

**ANTITRUST ASSIGNMENT:** The vendor and the City of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS:** The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale when applicable and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

**RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures.

The City contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

#### **COMPLIANCE WITH FAIR LABOR STANDARDS.**

During the term of this Agreement, PROVIDER shall report to the City Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.