

REQUEST FOR Bids

Sauk County Building Services

Law Enforcement Center Generator Replacement

Friday, May 15th, 2026

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

- II. Bid Due Date: Bids must be received and date stamped no later than 1:00 p.m., Central Standard Time, July 1st, 2026. 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., Wednesday July 1st, 2026 at 510 Broadway, Baraboo, Wisconsin 53913.

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

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

The words **LEC Generator 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 Generator 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	May 15th, 2026	
Site visit	May 27th, 2026	10:00 am
Questions Due	June 18th, 2026	
Bids Due	July 1st, 2026	1:00 p.m.
Bids opened	July 1st, 2026	1:10 p.m.
Approve resolution awarding contract	July 8th, 2026	4:30 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 May 27th, 2026, 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 Bid 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 June 18th, 2026 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 a Generator at the Law Enforcement Center. The current Generator is a Kohler 600KW Model 600ROZD4, with an installation date of 2003. This Generator is currently installed in the interior of the building.

2.0 SPECIFICS

2.1 Replacement Generator needs to be an outdoor enclosed Caterpillar or Kohler 600KW Diesel Generator.

2.2 New Generator will need to be delivered to site, installed including startup and commissioning.

2.3 Monitoring system is to be installed in the interior of the building and has capabilities for notifications via email and text messages.

2.4 Engine-Driven Generator set: EPA certification for Emergency Stationary use

- A. Factory-assembled and -tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
- C. Engine power shall be capable of providing full rated capacity at 104°F and altitude of 1000 feet.
- D. Alternator shall be capable of accepting maximum scheduled starting SkVA in a single step and be capable of recovering to a minimum of 90% of rated no load voltage. Following the application of the specified kVA load at near zero power factor applied to the generator set.
- E. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of components. The engine-generator nameplate shall include information of the power output rating of the equipment.
- F. Steady-State Voltage Operational Bandwidth: 0.5 percent of rated output voltage from no load to full load.
- G. Transient Voltage Performance: Not more than 15 percent voltage drop variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable voltage within 10 seconds.
- H. Steady-State Frequency Operational Bandwidth: 0.25 percent of rated frequency from no load to full load.
- I. Steady -State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
- J. Transient Frequency Performance: Not more than 15 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable frequency within 10 seconds.

- K. Output Waveform: At full load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for any single harmonic. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50.
- L. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 8 seconds without damage to generator system components. For a 1-phase, bolted short circuit at system output terminals, system shall regulate both voltage and current to prevent over-voltage conditions on the non-faulted phases.
- M. Start Time: Comply with NFPA 110, Type 10 for 10 second maximum start time, system requirements.
- N. Ambient Condition Performance: Engine generator shall be designed to allow operation at full rated load in an ambient temperature under site conditions, based on highest ambient condition. Ambient temperature shall be as measured at the air inlet to the engine generator for enclosed units, and at the control of the engine generator for machines installed in equipment rooms.

2.5 Engine

- A. Engine Features: The engine shall be heavy duty, compression ignition, water cooled, multi-cylinder, 4 stroke, designed for cold quick start, capable of delivering full load output in not more than ten seconds.
- B. Rated Engine Speed: 1800RPM.

2.6 Lubrication System: The following items are mounted on engine or skid:

- A. Lube oil pump: shall be positive displacement, mechanical, full pressure pump.
- B. Filter and Strainer: Provided by the engine manufacturer of record to provide adequate filtration for the prime mover to be used.
- C. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Engine Fuel System: The engine fuel system including components shipped loose shall be installed in strict compliance to the engine manufacturer's instructions.
- E. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
- F. Governor: Adjustable isochronous, with speed sensing. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate as appropriate to the state of the engine generator. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed, and operating in various isochronous states.

2.7 Cooling System: Closed loop, liquid cooled

- A. The generator set manufacturer shall provide prototype test data for the specific cooling system proposed demonstrating that the machine will operate at rated standby load in an outdoor ambient condition of 40 deg C as measured at the generator air inlet

- B. Shall dissipate the heat through a unit mounted radiator with a fan. The fan shall be engine driven.
- C. Cooling capacity shall be not less than the cooling requirements of the engine-generator set and its lubricating oil while operating continuously at 110 percent of its specified rating.
- D. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent de-ionized water, with anticorrosion additives as recommended by engine manufacturer
- E. Size of Radiator overflow tank: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
- F. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
- G. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
- H. The cooling system shall insure that the maximum cooling water temperature is safely within the normal working temperature range when the set is operating continuously at full load at maximum ambient temperature. when the air intake temperature of the engine room may rise to 120 deg. F. The engine outlet water temperature under such conditions shall not exceed 200 deg. F.

2.8 Air-Intake Filter: Engine-mounted air cleaner with replaceable dry-filter element and restriction indicator.

2.9 Starting System: 12 or 24V, as recommended by the engine manufacturer; electric, with negative ground.

- A. Provide heavy duty diesel batteries of sufficient capacity for three crank cycles of 15-second followed by 15 seconds of rest (75 seconds total).
- B. Batteries shall be sealed lead-acid type certified for NFPA 110, Level 1.
- C. Starting System: 12 or 24V, as recommended by the engine manufacturer; electric, with negative ground.
- D. Battery Cable: Size as recommended by engine manufacturer for cable length as required. Include required interconnecting conductors and connection accessories.
- E. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation. The battery charging alternator shall have sufficient capacity to recharge the batteries with all parasitic loads connected within 4 hours after a normal engine starting sequence.
- F. Provide battery heater with thermostatic control to regulate the output temperature to within battery manufacturer's recommended limits.
- G. Provide battery rack with vibration isolators if mounted on generator set.

2.10 Battery Charger - integral to generator housing or remote mounted indoors: Unit shall comply with UL 1236, provide fully regulated, constant voltage, current limited, battery charger for each battery bank. It will include the following features:

- A. Operation: Equalizing-charging rate based on generator set manufacturer's recommendations shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery

terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.

- B. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 20 deg C to plus 40 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.
- C. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
- D. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or de output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
- E. Provide LED indication of general charger condition, including charging, faults, and modes. Provide a LCD display to indicate charge rate and battery voltage. Charger shall provide relay contacts for fault conditions as required by NFPA110.
- F. Enclosure and Mounting: NEMA, Type 1, wall-mounted cabinet

2.11 Exhaust System:

- A. The engine exhaust line shall be fitted with expansion bellows and a critical type silencer to give efficient silencing with maximum tolerable back pressure. Silencer shall be furnished with generator package.
- B. Pressure drop and back pressure in the complete exhaust system shall be small enough for satisfactory operation of the engine-generator set while it is delivering 110 percent of its specified rating.
- C. Exhaust temperature shall not be greater than 1,399 degrees.
- D. Provide condensate trap with drain plug at low point of muffler.

2.12 Electrical heaters, for maintaining the engines coolant temperature at the temperature recommended by the manufacturer of the engine, shall be factory installed.

- A. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for heater capacity and performance.
- B. Designed for operation on a single phase, 60Hz power connection. Heater voltage shall match circuit characteristics shown on the project drawings.
- C. Installed with isolation valves to isolate the heater for replacement of the element without draining the engine cooling system or significant coolant loss.
- D. Provided with a 24VDC thermostat, installed at the engine thermostat housing

- E. The coolant heater(s) shall be sized as recommended by the engine manufacturer to warm the engine to a minimum of 104F/40C in a 60F/15C ambient, in compliance with NFPA110 Level 1 requirements

2.13 CONTROL AND MONITORING

- A. Engine generator control shall be microprocessor based and provide automatic starting, monitoring, protection and control functions for the unit.
- B. The control shall be mounted on the generator set. The control shall be vibration isolated and prototype tested to verify the durability of all components in the system under the vibration conditions encountered.
- C. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. (Switches with different configurations but equal functions are acceptable.) When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- D. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- E. Configuration: Operating and safety indications, protective devices, system controls, engine gages and associated equipment shall be grouped in a common control and monitoring panel. Mounting method shall isolate the control panel from generator-set vibration. AC output power circuit breakers and other output power equipment shall not be mounted in the control enclosure.

2.14 Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 1 system, and the following:

- A. AC voltmeter (3-phase, line to line and line to neutral values).
- B. AC ammeter (3-phases).
- C. AC frequency meter.
- D. AC kW output (total and for each phase). Display shall indicate power flow direction.
- E. AC kVA output (total and for each phase). Display shall indicate power flow direction.
- F. AC Power factor (total and for each phase). Display shall indicate leading or lagging condition.
- G. Ammeter-voltmeter displays shall simultaneously display conditions for all three phases.

- H. Emergency Stop Switch: Switch shall be a red "mushroom head" pushbutton device complete with lock-out/tag-out provisions. Depressing switch shall cause the generator set to immediately stop the generator set and prevent it from operating.
- I. Fault Reset Switch: Supply a dedicated control switch to reset/clear fault conditions.
- J. DC voltmeter (alternator battery charging).
- K. Engine-coolant temperature gauge.
- L. Engine lubricating-oil pressure gauge.
- M. Running-time meter.
- N. Generator-voltage and frequency digital raise/lower switches. Rheostats for these functions are not acceptable. The control shall adjust these parameters in a range of plus or minus 5% of the voltage and frequency operating set point (not nominal voltage and frequency values.) The voltage and frequency adjustment functions shall be disabled when the paralleling breaker is closed.
- O. Fuel tank derangement alarm.
- P. Fuel tank high-level shutdown of fuel supply alarm.
- Q. AC Protective Equipment: The control system shall include over/under voltage, reverse kVAR, reverse kW, overload (kW) short circuit, over current, loss of voltage reference, and over excitation shut down protection. There shall be a ground fault alarm for generator sets rated over 1000 amps, overload warning, and overcurrent warning alarm.
- R. Status LED indicating lamps to indicate remote start signal present at the control, existing shutdown condition, existing alarm condition, not in auto, and generator set running.
- S. A graphical display panel with appropriate navigation devices shall be provided to view all information noted above, as well as all engine status and alarm/shutdown conditions (including those from an integrated engine emission control system). The display shall also include integrated provisions for adjustment of the gain and stability settings for the governing and voltage regulation systems.
- T. Panel lighting system to allow viewing and operation of the control when the generator room or enclosure is not lighted.
- U. Data Logging: The control system shall log the latest 20 different alarm and shut down conditions, the total number of times each alarm or shutdown has occurred, and the date and time the latest of these shutdown and fault conditions occurred.
- V. DC control Power Monitoring: The control system shall continuously monitor DC power supply to the control, and annunciate low or high voltage conditions. It shall also provide an alarm indicating imminent failure of the battery bank based on degraded voltage recover on loading (engine cranking).

2.15 Remote Alarm Annunciator: Comply with NFPA 110, Level 1. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition. Surface mounted near fire alarm annunciator panel in the office suite. Provide engine start/stop capability adjacent to annunciator panel.

2.16 Remote Emergency-Stop Switch: Surface, wall mounted, unless otherwise indicated; and labeled. Push button shall be protected from accidental operation. Mount at entrance to generator enclosure.

2.17 Alternator Control Functions:

- A. The generator set shall include an automatic microprocessor-based voltage regulation system that is matched and prototype tested by the engine manufacturer with the governing system provided. It shall be immune from disoperation due to load induced voltage waveform distortion and provide a pulse width modulated output to the alternator exciter. The voltage regulation system shall be equipped with three phase true RMS sensing and shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The voltage regulation system shall be full wave rectified, with pulse-width modulated output design. The system shall include a torque matching characteristic, which shall reduce output voltage in proportion to frequency below an adjustable frequency threshold. The voltage regulator shall include adjustments for gain, damping, and frequency roll off. Adjustments shall be broad range, and made via digital raise-lower switches, with an alphanumeric LED readout in the generator operator panel to indicate setting level. Rotary potentiometers for system adjustments are not acceptable.
- B. A battery monitoring system shall be provided which initiates alarms when the DC control and starting voltage is less than 25VDC or more than 32 VDC. During engine cranking (starter engaged), the low voltage limit shall be disabled, and if DC voltage drops to less than 14.4 volts for more than two seconds a "weak battery" alarm shall be initiated.
- C. The generator set shall be provided with a network communication module to allow real time communication with the generator set control by remote devices. The control shall communicate all engine and alternator data; alarm, shutdown and status conditions; and allow starting and stopping of the generator set via the network in both test and emergency modes.

2.18 FUEL STORAGE

- A. Comply with NFPA 30.
- B. Provide sub-base fuel tank sized for 12-hour run time at full load.
- C. Double wall construction.
- D. UL 142 Listed.
- E. Digital tank monitor with overfill alarm.
- F. Leak detection.
- G. Fill spill box.

H. Markings required by local codes and authority having jurisdiction.

2.19 OUTDOOR WEATHERPROOF ENCLOSURE

- A. Enclosure shall be UL2200 listed.
- B. Construction:
- C. Constructed of minimum 14 ga galvanized steel or aluminum to ASTM A-446.
- D. Wind Rating: Wind rating shall be 150 mph minimum
- E. Include discharge gravity dampers, intake motorized dampers (spring operated to open & motor closed), hood with silencer.
- F. Louvers: Equipped with galvanized bird screen to permit air circulation when engine is not running while excluding birds and rodents.
- G. Hinged Doors: With padlocking provisions. Restraint/Hold back hardware to prevent door to keep door open at 180 degrees during maintenance. Rain lips over all doors.
- H. Extend coolant and oil drains with shut off valves.
- I. Hardware: All hardware and hinges shall be stainless steel.
- J. A weather protective enclosure shall be provided which allows the generator set to operate at full rated load with a static pressure drop equal to or less than 0.5 inches of water.
- K. Provide 2 coats of primer and 2 coats of finish paint.

2.20 Testing

- A. The complete installation shall be tested to verify compliance with the performance requirements of this specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Contractor. The Engineer shall be notified in advance and shall have the option to witness the tests. The generator set manufacturer shall provide a site test specification covering the entire system. Tests shall include:
 - B. Prior to start of active testing, all field connections for wiring, power conductors, and bus bar connections shall be checked for proper tightening torque.
 - C. Installation acceptance tests to be conducted on site shall include a "cold start" test, a 2-hour full load (resistive) test, and a one-step rated load pickup test in accordance with NFPA 110.
 - D. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service and observing proper operation of the system for at least 2 hours. Coordinate timing and obtain approval for start of test with site personnel.
 - E. Prior to start of active testing, all field connections for wiring, power conductors, and bus bar connections shall be checked for proper tightening torque.
 - F. Installation acceptance tests to be conducted on site shall include a "cold start" test, a 2-hour full load (resistive) test, and a one-step rated load pickup test in accordance with NFPA 110
 - G. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service and observing proper operation of the system for at least 2 hours. Coordinate timing and obtain approval for start of test with site personnel.

- 2.21 Training:** The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program shall be not less than 4 hours in duration. Training date shall be coordinated with the facility owner.
- 2.22 Warranty:** The engine-generator as designated on the drawings and plans and as herein specified, shall be guaranteed to be free from original defects in both material and workmanship for a period of two years of normal use and service, except damages from other causes. This guarantee shall become effective starting the date of commissioning.

3.0 SCHEDULE

The work included in this request for bids shall be substantial completion to be determined on Generator availability.

4.0 REFERENCES

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

5.0 BIDS

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 Generator 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 bid response documents. Sauk County shall have 45 days from the date of invoice to make payments required under the bid.
- 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 substantial completion to be determined on Generator availability.
- 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. Contractorshall 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 Bid shall be based on the most advantageous bid response received by the lowest responsible vendor.
- 1.2 Completeness of bids. All requested information is included as noted.
- 1.3 In the event that only one bid is received in response to this Request for Bid, Sauk County reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole vendor's bid. 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 bid.
- 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 Bids.
- 1.6 Completion date will be taken into account when evaluating bid priority.

PART FIVE
PRICING & INFORMATION

PRICING	PRICE
Law Enforcement Center Generator 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 Concrete work

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 _____, 2026, 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 Generator 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 bids, specifications and selected bid (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 Bid Request and Bid submitted by CONTRACTOR Documents.

The CONTRACTOR further agrees to complete the project by October 2nd, 2026. 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 bid (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: Lisa Wilson
County Administrator

[SIGNATURES CONTINUE ON THE NEXT PAGE]

CONTRACTOR:

By: _____

(Name)

(Title)

(Address)

(City and State)