

REQUEST FOR BID

Sauk County

Health Care Center

Roof Top Ventilation Units Replacement Project

July 19, 2023

I. Point of contact:

Sauk County
Health Care Center
1051 Clark Street
Reedsburg, Wisconsin 53959
(608) 524-7500

II. Bid Due Date:

Bids must be received to the Sauk County Health Care Center and date stamped no later than 1:00 p.m., Central Standard Time, August 23, 2023. Faxes and emails are not acceptable. Bids or amendments received by Sauk County after that time will not be considered. A Public Opening of Bids will be conducted on August 23, 2023, at 1:30 p.m. in the Sauk County Health Care Center Board Room at 1051 Clark Street, Reedsburg, Wisconsin 53959.

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

Sauk County Health Care Center
Sauk County Health Care RTU Replacements
1051 Clark Street
Reedsburg, Wisconsin 53959

The words "**Sauk County Health Care RTU Replacements**" must be clearly marked on the sealed envelope alongside the Sauk County Health Care Center address information.

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1.0 INTRODUCTION

1.1 This document constitutes a request for competitive Bids for the replacements of the 4 Roof top Units (hereinafter “RTU”) at the Sauk County Health Care Center.

2.0 ORGANIZATION

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

- Part One - Introduction and General Information
- Part Two - Scope of Work –
- Part Three - General Requirements
- Part Four - Evaluation Information
- Part Five- Pricing and Information

3.0 DEFINITIONS

3.1 For the purpose of this RFB the entity submitting the Bid will be referred to as Vendor and Sauk County Health Care Center will be referred to as HCC.

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 include a skilled nursing facility, a Human Services Department, a State Circuit Court System, a Highway Department, Sheriff’s Department, a tax administration and collection effort, and other government related functions.

5.0 TENTATIVE SCHEDULE OF EVENTS

EVENT	DATE	TIME (CST)
Request for Bid Released	July 19, 2023	3:00 P.M.
Mandatory Pre-Bid Conference at Sauk County Health Care Center Board Room	August 3, 2023	11:00 A.M.
Questions Relating to the Project	August 8, 2023	3:00 P.M.
Answers to Questions Released	August 14, 2023	3:00 P.M.
Bids Due	August 23, 2023	1:00 P.M.
Bids Opened	August 23, 2023	1:30 P.M.
Contract Recommendations to Healthcare Center Board of Trustees	September 12, 2023	5:00 P.M.
Contract Recommendations to Finance Committee	September 13, 2023	9:00 A.M.
Contract Awarded by Sauk County Board of Supervisors	September 19, 2023	6:00 P.M.
Contract Award Released	September 20,2023	11:00 A.M.

Questions regarding the project can be sent to Dave Rademacher, dave.rademacher@saukcountywi.gov

* Responses to all questions to be e-mailed, Bid vendors shall an provide e-mail address to Dave Rademacher the above referenced email address to in order to receive said updates.

6.0 OPPORTUNITY TO INSPECT

In order to fully understand the project, Bidders will have an opportunity to meet at the job site, located at the Sauk County Health Care Center Board Room located at 1051 Clark Street, Reedsburg, WI 53959 on August 3, 2023 at 11:00 a.m. Attendance is necessary in order to bid on the project.

PART TWO
SCOPE OF WORK

1.0 OVERVIEW

- 1.1 Sauk County Health Care Center is looking to replace 4 RTU's.
- 1.2 Building drawings are available for download from the Sauk County Health Care website. The drawings by reference are part of this solicitation.

2.0 SPECIFICS

- 2.1 Remove existing RTU's, interrupting one Healthcare Center "neighborhood" at a time,
- 2.2 Purchase and install new 35,45, & 75 ton RTU's, and (1) 75 ton split RTU, including the following:

The existing units are McQuay (now Daikin via Masters HVAC, Madison, WI. Daikin is the preferred manufacturer.

The units shown in the technical documents attached are direct replacements for the existing RTU's.

Alternate manufacturers may be considered with prior approval.

The replacement units shall not be seen above the peak roof line from the main roadway entrance to the property.

Return Fan with factory installed VFD

Air Mixing Blender

2" MERV filters

DX cooling coil

48" blank section for field installed humidifier Grid with SS drain pan

Airfoil Supply fan with factory installed VFD

Hot Water heating coil

Final Discharge Filters- 95% efficient

Units to utilize existing curbs

Bottom Discharge and Bottom Return

100% Economizer operation with factory installed Actuator

Dual Point Power for independent fan operation from powered condensing unit

Reconnect all control and electrical feeder wiring (verify size of feeders for new units)

- 2.3 Provide HEPA filters for all RTU's
- 2.4 Metasys verification report for controls and Airflow measuring (Building Management System)
- 2.5 Provide Air flow and balance report – before and after
- 2.6 Repair grade and landscaping disturb during work
- 2.7 Provide weather protection on exterior openings Provide roof protection of while working on top of rubber roof membrane
- 2.8 Provide any required permits to complete the scope of work

- 2.9 Provide for humidification on and/or for each unit (Alternate A)
- 2.10 Ionization Air System – each unit (Alternate B)

- 2.11 Vendor to supply all material and Labor to complete job.
- 2.12 All equipment shall be equivalent to or better

All Metasys/Building Management work to be completed by owners contractor and bid supplied to directly to owner. Metasys System will be upgraded with graphics, AC current sensors on each motor of RTU's, heat empathy, MUA Control (kitchen) with additional graphics, and Dining Room Stat Control- average.

3.0 SCHEDULE

The work included in this request for bid shall be substantially completed by July 31, 2024.

PART THREE
GENERAL REQUIREMENTS

STANDARD TERMS AND CONDITIONS (REQUESTS FOR BID)

- 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 HCC 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 HCC.
- 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.

 - 4.1 Unit prices shown on the Bid or contract shall be the prices per unit of sales (e.g., gal., cs., dos., ea., etc.) as stated on the request or contract. For any given item, the quantity multiplied by the unit prices shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the Bid evaluation and contract administration.
 - 4.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the vendor, which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.
- 5.0 ACCEPTANCE-REJECTION:** Sauk County HCC 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 Sauk County HCC.

 - 5.1 Bids MUST be date stamped by Sauk County Health Care Center (Reception Desk), 1051 Clark Street, Reedsburg, WI 53959, 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 Sauk County HCC.
 - 5.2 Bids shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope: " **Sauk County Health Care RTU Replacements** " alongside the HCC address information.

- 6.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified. Sauk County HCC reserves the right to award based upon the evaluation of the Bids, which the county deems to be in its best interest.
- 7.0 ORDERING:** Purchase order shall be placed directly to the vendor by an authorized agency. No other purchase orders are authorized.
- 8.0 PAYMENT TERMS AND INVOICING:** Sauk County HCC normally will pay properly submitted vendor invoices within forty-five (45) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- 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 HCC 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 Bid. 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 Sauk County circuit court.
- 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 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
 - Automobile:** (Combined single limit) \$1,000,000.00
 - Excess Liability:** (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 public liability, 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 HCC 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 HCC 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 HCC desire to have the project substantially completed by July 31, 2024.
- 25.0 TERMINATION**
- 25.1 **FOR DEFAULT:** Sauk County HCC 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.
 - 25.2 **FOR CONVENIENCE:** Sauk County HCC reserves the right to terminate this contract for convenience upon 30 days notice. Sauk County HCC shall be responsible for all costs incurred by contractor until the date of termination.
- 26.0 AUDIT:** During the term of the contract, the vendor shall, upon the request of the Sauk County Finance Director, 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.** Upon request, the vendor will be required to submit a copy of the company's safety policies and manuals to the Sauk County HCC 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 obliged, signed and sealed by the principal (Contractor) and surety.
- 37.3 The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- 37.4 Include the cost of bid security in the Bid Amount.
- 37.5 After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- 37.6 If no contract is awarded, all security deposits will be returned.

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

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

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

40.0 CONTRACTOR ACKNOWLEDGMENT OF STANDARD TERMS & CONDITIONS:

CONTRACTOR

AUTHORIZED SIGNATURE OF CONTRACTOR

DATE

PART FOUR
EVALUATION INFORMATION

1.0 EVALUATION PROCESS

- 1.1 The award of a contract resulting from this Request for Bid shall be based on the lowest responsible bidder in combination with the pricing.
- 1.2 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 vendors 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.
- 1.3 Sauk County reserves the right to reject any and all Bids or portions thereof.
- 1.4 All Vendors must provide 3 references as proof of previous experience in completing similar work as it relates to the scope of work.
- 1.5 All Vendors must sign and return PART THREE of this document with their Bid.
- 1.6 All Vendors must sign and complete PART FIVE Pricing & Information document with their Bid.

PART FIVE
PRICING & INFORMATION

BASE BID 1: Lump sum cost to complete all work identified in PART 2 Scope of Work for the sum of:

(\$ _____)

Lump sum cost to complete all work identified in PART 2 Scope of Work identified as Alternate A for the sum of:

(\$ _____)

Lump sum cost to complete all work identified in PART 2 Scope of Work identified as Alternate B for the sum of:

(\$ _____)

SAUK COUNTY PROVIDED MATERIALS

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

By signing this bid the Bidder affirms the following:

The Bidder has examined and carefully prepared the Bid from the plans and specifications and has checked the same in detail before submitting the Bid to Sauk County, including the Standard Terms and Conditions. The Vendor has had the opportunity to view the installation site and had obtained all necessary information to properly complete this bid.

The Bidder hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document and further agrees 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. **By bidding, Vendor agrees to the terms and conditions of the attached contract and contract addendum for this project and that said documents shall be signed by bidder with alteration.**

CONTRACTOR

AUTHORIZED SIGNATURE OF CONTRACTOR

DATE

PRINTED NAME, TITLE

SAUK COUNTY OFFICIAL

DATE

CONTRACT

THIS CONTRACT, made this day ____ of , September, 2023, by Sauk County hereinafter called "COUNTY" or : "OWNER" acting herein through Sauk County Health Care Center, 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 Wisconsin, 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: **Project, Sauk County Health Care RTU Replacements** hereinafter called the PROJECT, for the sum of _____ and all extra work in connection therewith, under the terms as stated in the bidding documents, specifications and contractor's bid; 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 Contract Documents.

The CONTRACTOR further agrees to complete the project by July 31,2024. A contract extension shall be at the discretion of the Facilities 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 Estimates and Payments sections.

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

AGREED:

SAUK COUNTY, WISCONSIN

By: Brent Miller
County Administrator

[SIGNATURES CONTINUE ON THE NEXT PAGE]

CONTRACTOR:

By:

(Name)

(Title)

(Address)

(City and State)

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between [_____] a [_____] (“Contractor”), and Sauk County, a Municipal Corporation, (“Unit”), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“*State Fiscal Recovery Fund*”) or Coronavirus Local Fiscal Recovery Fund (“*Local Fiscal Recovery Fund*” and, together with the State Fiscal Recovery Fund, the “*Fiscal Recovery Funds*”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“*ARPA*”); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the U.S. Department of the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “*Regulatory Requirements*”); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

- I. *Definitions.*** Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
- a) “*ARPA*” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
 - b) “*Administering Agency*” shall have the meaning specified in 41 C.F.R. § 60-1.3.
 - c) “*Applicant*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or

other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).

- d) “*Construction Work*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
- e) “*Contract*” shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.
- f) “*Contractor*” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Unit.
- g) “*Federally Assisted Construction Contract*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work..”).
- h) “*Government*” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
- i) “*Laborer*” or “*Mechanic*” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference (“The term laborer or mechanic includes at least those workers duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
- j) “*Recipient*” shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

- k) “*Subcontract*” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- l) “*Subcontractor*” shall mean an entity that receives a Subcontract.
- m) “*Subrecipient*” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- n) “*Tier*” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

II. Equal Employment Opportunity

- a) If this Contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor’s legal duty to furnish information.

- iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Contractor will include the portion of the sentence immediately preceding paragraph (a)(i) of this Section II and the provisions of paragraphs (a)(i) through (a)(viii) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- ix. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 - x. The Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Unit agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- b) If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I(a) of this Contract shall not apply.

III. Copeland "Anti-Kickback" Act

- a) Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to the U.S. Department of the Treasury.

IV. Contract Work Hours and Safety Standards Act

- a) *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section [IV(a)] (Overtime Requirements) above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory),

for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section [IV(a)] (Overtime Requirements) above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section [IV(a)] (Overtime Requirements) above.

- c) *Withholding for Unpaid Wages and Liquidated Damages.* The Unit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section [IV(b)] (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- d) *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV(a) through IV(d) and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for compliance by any first tier Subcontractor or lower tier Subcontractor with the clauses set forth in Sections IV(a) through IV(d).
- e) *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the U.S. Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- f) *Exceptions.* None of the requirements of Section [IV] of this Addendum shall apply if this Contract is (1) a Contract for (i) transportation by land, air, or water; (ii) the transmission of intelligence, (iii) the purchase of supplies or materials or articles ordinarily available in the open market, or (iv) in an amount that is equal to or less than \$100,000.

V. Rights to Inventions Made Under a Contract or Agreement

- a) The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government Purposes", any subject data or copyright described below. "Government Purposes," means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its Federal license to any other party.

- i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.
- b) Unless the Department of the Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the Department of the Treasury to make available to the public, either the Department of the Treasury's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- c) Unless prohibited by Wisconsin law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- d) Nothing contained in this clause shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- f) For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

VI. Clean Air Act and Federal Water Pollution Control Act

- a) *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.
- b) *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

VII. Debarment and Suspension

- a) Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)), (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)), or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- b) **If this Contract is a covered transaction as set forth in Section [VII(a)] above, Contractor hereby certifies as of the date hereof that each of Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of Federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.**
- c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by Unit and all liability arising from an erroneous representation shall be borne solely by Contractor
- d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- a) Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit who will in turn forward the certification(s) to the U.S. Department of the Treasury. Contractor shall cause the language of this Section [VIII(a)] to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.
- b) **Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the Certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**
- c) **Contractor also shall cause any Subcontractors with a Subcontract (at any Tier) exceeding \$100,000 to file with their Tier above it the Certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**

IX. Procurement of Recovered Materials

- a) Section IX(b) shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000, or (2) the total value of such designated items acquired during the Unit’s preceding fiscal year exceeded \$10,000.
- b) In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meeting Contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section IX(a):

- i. “*Backhaul*” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones / towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
- ii. “*Covered Foreign Country*” means the People’s Republic of China.
- iii. “*Covered Telecommunications Equipment or Services*” means: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
- iv. “*Critical Technology*” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
- v. “*Interconnection Arrangements*” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

- vi. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- vii. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- viii. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

b) *Prohibitions.*

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in Section X(c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:
 - 1. Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or
 - 4. Provide, as part of its performance of this Contract, any Subcontract, or any other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

c) *Exceptions.*

- i. This clause does not prohibit Contractor or Subcontractors from providing—

1. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Agreements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
1. Covered telecommunications equipment that:
 - a. Are not used as a Substantial or Essential Component of any system; and
 - b. Are not used as Critical Technology of any system.
 2. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

d) *Reporting Requirement*

- i. In the event Contractor identifies covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in paragraph [(d)(2)] of this Section X to Unit, unless elsewhere in this Contract are established procedures for reporting the information.
- ii. Contractor shall report the following information to Unit pursuant to paragraph (d)(1) of this Section X:
 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future

use or submission of covered telecommunications equipment or services.

- e) *Subcontractor*. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.

XI. Domestic Preferences for Procurements

- a) As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.
- b) For purposes of this Section XI, the following terms shall mean:
 - i. “*Produced in the United States*” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 - ii. “*Manufactured Products*” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XII. Solicitation of Minority and Women-Owned Business Enterprises

- a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.

XIII. Access to Records

- a) Contractor agrees to provide Unit, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any of their authorized representatives access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- b) Contractor agrees to retain all records covered by this Section XIII through December 31, 2031.

XIV. Conflicts of Interest; Gifts & Favors

- a) Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the Unit, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and applicable Wisconsin law.
- b) Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each, a “*Covered Individual*”), nor any member of a Covered Individual’s immediate family, nor a Covered Individual’s partner, nor an organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- c) Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVI. Other Non-Discrimination Statutes. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

- a) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto

XVII. Miscellaneous

- a) **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- b) **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XVIII. Conflicts and Interpretation. To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

[Remainder of Page Intentionally Left Blank]

CONTRACTOR:

By: _____
Name: _____
Title: _____

UNIT:

By: _____
Name: _____
Title: _____

**ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**

APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

