



**#2022-28
REQUEST FOR PROPOSAL
AMERICAN SIGNAL TEMPEST T-128-AC
OR
FEDERAL SIGNAL 2001-AC
ROTATING SIREN
FOR
ROCK COUNTY EMERGENCY MANAGEMENT
JANESVILLE, WISCONSIN**

Quotes due in Rock County Purchasing Division by:

August 3, 2022 – 2:00 p.m.

Quotes received after this date and time will be rejected.

Quotes must remain in effect for the life of the contract period.

Address Quote to: Shilo Titus, Purchasing Manager
Rock County Purchasing Division
Rock County Courthouse
51 S. Main Street
Janesville WI. 53545

Rock County reserves the right to accept or reject any or all Proposals; to waive any technicality or error in any Quote or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

Contracts are awarded to the lowest, most qualified, responsible and responsive bidder on the basis of the base bid and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, time of delivery, competency of bidder, bidder's ability to render satisfactory service, and past performance. If two or more bidders submit identical bids, Rock County will make award to bidder of its choice and such decision will be final.

INSTRUCTIONS FOR QUOTE

Bidders are required to submit their quote either Email (shilo.titus@co.rock.wi.us), Demandstar, or in an envelope marked #2022-25 to Shilo Titus, Purchasing Division, 51 South Main, Janesville, WI 53545. All Quotes must be received by **2:00 p.m. (local time), August 3, 2022**. Any quote submitted after this date and time will be rejected. Vendors are responsible for ensuring that the above office receives their bid before the deadline. No faxed bids will be accepted.

Quotes shall be signed with name printed below signature. Where Bidder is a Corporation, Quote must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

Bidders must be licensed to do business in the State of Wisconsin when required by law.

INQUIRIES

All questions concerning this Request for Quote shall be submitted **in writing** to Shilo Titus, Purchasing Manager.

No verbal explanation or instructions will be given regarding the meaning of the drawings or specifications during the Quote period. Bidders shall bring inadequacies, omissions, or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County's response.

PROJECTED TIMETABLE

Issue Request for Quote	7/20/2022
Request for Quote Due	8/3/2022 – 2:00 p.m.
Committee Approval	

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's Quote, become the property of Rock County. We will work with vendors to meet their confidentiality requirements if they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

QUOTE AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their quote in response to this Request for Quote nor for the presentation of their Quote and/or participation in any discussions or negotiations.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this Request for Quote, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the Quote.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. This provision 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. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

INDEMNIFICATION

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the contractor.

INSURANCE REQUIREMENTS

The Contractor further agrees that to protect itself and County it will always during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Coverage shall apply as primary with County named as an additional named insured. Contractor shall also provide a copy of the additional insured endorsement. Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution or commencing work for the County.

MODIFICATION AND WITHDRAWAL

Quotes may not be modified after submittal. Bidders may withdraw Quotes at any time before the Quote opening but may not resubmit them. No Quote may be withdrawn or modified after the Quote opening except where the award of Contracts has been delayed for more than 60 days from the day of the Quote opening.

PROOF OF COMPETENCY OF BIDDER

Any Bidder may be required to furnish evidence satisfactory to Rock County that the Bidder and proposed subcontractors have sufficient means, expertise, financial ability, and experience in the types of work bid to assure completion of the Contract in a satisfactory manner.

CONFLICT OF INTEREST

All respondents must disclose with their Quote, the name of any officer, director or agent who is also an officer or employee of Rock County. Further, all respondents must disclose the name of any Rock County officer or employee who owns, directly or indirectly, any interest in the vendor's firm or any of its branches. Failure to disclose this information will result in disqualification of Quote and/or cancellation of Contract. Rock County reserves the right to seek damages for recoupment of losses in having to re-let or reassign.

QUANTITIES

Quantities shown within the Request for Quote are based upon estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.

QUALITY LEVEL

Unless otherwise indicated in the Request for Quote, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by Rock County.

DEVIATION AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications will be described fully under the bidder's letterhead, signed, and attached to the Quote. In the absence of such statements, the Quote will be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

SUBSTITUTIONS

When substitutions are quoted, they must be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. Rock County shall be the sole judge of equivalency.

DISQUALIFICATION

Rock County reserves the right to disqualify Quotes, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

DEBARMENT

The Contractor certifies through signing their Quote that neither the Contractor nor any of its principals are debarred, suspended, proposed for debarment, or declared ineligible by any federal department or agency. In addition, the Contractor shall notify Rock County within five business days in writing by registered mail if the Contractor or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of Quotes will be in writing. Such requests shall not alter the offeror's pricing information contained in its Quote.

SAFETY REQUIREMENTS

Materials, equipment, and supplies provided to the County shall comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U. S. Occupational Safety and Health Standards, the contractor shall furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, during performing the service necessary to satisfy the requirements of any Request for Quote, the contractor is fully liable for public and private protection while work is in progress or at any site exposed as a potential hazard. Contractor shall provide warning devices and/or signs, which shall be prominently installed and displayed, and be fully in compliance with safety regulations.

SUBSTANCE ABUSE POLICY

Pursuant to Wis. Stat. 103.503(3), contractor, subcontractor or agent of a contractor or subcontractor that will be performing any work on this public works project verifies that it has in place, prior to the commencement of any work on this project, a written program for the prevention of substance abuse among its employees. Said verification includes confirmation that the written program contains all the following:

1. A prohibition against any employee using, possessing, attempting to possess, distributing, delivering, or being under the influence of a drug, or use or be under the influence of alcohol, while performing work on this project.
2. A requirement that employees performing work on this project shall submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on this project, except that testing of an employee before commencing work on this project is not required if the employee has been participating in a random testing program during the ninety (90) days preceding the date on which the employee commences work on this project.
3. A procedure for notifying an employee who tests positive or who refuses to submit to drug or alcohol testing that he/she may not perform work on this project or have access to this project until he/she has submitted to the required drug or alcohol testing and does not test positive.

Rock County is not responsible for the cost of developing, implementing, or enforcing this required substance abuse prevention program in any way; nor is it responsible for the cost of drug and alcohol testing any employee. Each employer shall be responsible for said costs.

AWARD

Award will not be made to any Bidder in default of a Contract with Rock County, or to any Bidder having as its agent or employee, any individual previously in default or guilty of misrepresentation.

TAXES

Rock County is exempt from the payment of all federal excise taxes, registration no. 41407 (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a). Contractors performing construction activities are required to pay state user tax on the cost of materials which they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil and aviation fuel.

CONTRACT

The documents that will form the contract include the "Request for Quote", any attachments or addendum and the successful respondent's "Quote".

APPLICABLE LAW

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement will be in Rock County Circuit Court.

COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done is to comply with all local, state, and federal laws and regulations.

TERMINATION FOR DEFAULT

The contract may be terminated by Rock County, in whole or in part, in writing, whenever the County determines that the Contractor has failed to meet performance requirements of the Contract.

TERMINATION FOR CONVENIENCE

Rock County reserves the right to terminate the Contract, in whole or in part, by giving the Contractor written notice of at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Rock County, the Contractor shall only provide those services specifically approved or directed by Rock County. All other rights and duties of the parties under the Contract shall continue during such notice period.

CANCELLATION

Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Contractor fails to maintain and keep in force the required insurance, Rock County shall have the right to cancel and terminate the contract without notice.

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without fault or negligence of the party.

PERMITS, LICENSES AND FEES

The selected vendor shall be responsible for obtaining all permits, licenses, certifications etc. required by Federal, State, County and Municipal laws, regulations, codes, and ordinance for the performance of the work required in these specifications and to conform with the requirements of said legislation.

PATENT FEES, ROYALTIES AND LICENSES

By accepting a contract or purchase order from Rock County, the vendor or contractor guarantees that the sale or use of the items or goods being provided will not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party 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 article or articles, and agrees that it will pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

PUBLIC ENTITIES CRIMES

A person or affiliate that has been convicted of a public entity crime is not allowed to submit a Quote for this contract.

PUBLIC RELATIONS IMAGE

Selected vendor's personnel shall always handle complaints and any public contact with due regard to the County's relationship with the public. Any personnel in the employ of the selected vendor involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the contract at the request of Rock County.

PUBLICITY RELEASES

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Rock County. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of Rock County. The contractor further agrees not to publish or cite in any form, any comments, or quotes from County staff.

ASSIGNMENT & SUBCONTRACTING

The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm, or corporation without the written consent of Rock County.

VENDOR'S RELATIONSHIP TO ROCK COUNTY

It is expressly agreed and understood that the successful vendor is in all respects an Independent Contractor as to the work, and the vendor is in no respect an agent, servant, or employee of Rock County. The contract will specify the work to be done by the vendor, but the method utilized to accomplish the work shall be the responsibility of the vendor.

DEFICIENCIES

If Rock County determines that there are deficiencies in the service work provided by the vendor under the contract, Rock County shall notify the vendor in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, vendor shall take responsible steps to correct any deficiencies.

GUARANTEED DELIVERY

Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials renders the contractor liable for all costs more than contract price if alternate procurement is necessary. Excess costs include administrative costs.

WORK CHANGES

Rock County reserves the right to order work changes in additions, deletions, or modifications without invalidating the Contract.

WORK SITE DAMAGE

Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Rock County's satisfaction at the Contractor's expense.

RECORDS

The Contractor shall maintain accurate and complete records. All books and records pertaining to the performance of the contract shall be made available at any time during the contract and for three years following the expiration of said contract to the Rock County Finance Department, Purchasing Department or any independent auditing firm acting at the direction of Rock County.

SPECIFICATIONS AND SCOPE OF WORK

The specifications are modeled after the two brands of outdoor warning sirens used in the County of Rock Siren Warning System currently in place. Any unit bid must meet or exceed the specifications of these models. Provide with your bid, a breakdown showing that the system being bid meets or exceeds the above mentioned units for review.

- This is a complete turn-key project. Cost must be all-inclusive and include all materials, labor, tools and equipment to complete the project.
- This signal will need a new 911 alerting receiver and receiver box to be mounted on a new pole.

The siren will be placed at Royce Dallman County Park, 11500 N Charley Bluff Road, Milton WI 53563. This is a new siren, which will be added to the Rock County Outdoor Warning Siren System as "Siren 26". Contractors should visit the site to familiarize themselves with the location and conditions. Contractors are expected to mount the new siren on a new pole at the specified location. The siren is not to be attached to any building. There will be ground disturbance to place the pole. There will be electrical work required to set up the siren. Permits may be required.

Vendors may provide a bid on both or either of the following units. The actual siren purchased will be determined after the bids are opened. Purchase will be contingent upon budget constraints.

AMERICAN SIGNAL – AC POWERED ONLY

- T-128 AC Rotating Siren 130 db 48V DC UL Listed
- #T-240-MC-AC-DB AC Motor Control 128 UL listed deep box transformer NEMA 4X enclosure – aluminum powder coated gray
- All necessary equipment including antenna
- Complete installation of siren, full assembly, start up and commission
- Purchase and installation of new pole
- PM-4 Pole Mount
- Shipping Charges
- Activation is done by Rock County 911 Dispatch

FEDERAL SIGNAL – AC POWERED ONLY

- 2001AC Electro-Mechanical Rotating Siren 130db
- 2001TRBP Transformer Rectifier Plus
- All necessary equipment including antenna
- Complete installation of siren, full assembly, start up and commission
- Purchase and installation of new pole
- Pole Mount
- Shipping Charges
- Activation is done by Rock County 911 Dispatch

SITE CLEAN UP – REPAIR

- Removal of excess debris
- Smooth out area around pole and grass seed



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AMERICAN SIGNAL TEMPEST T-128-AC
OR
FEDERAL SIGNAL 2001-AC
ROTATING SIREN
FOR
ROCK COUNTY EMERGENCY MANAGEMENT
JANESVILLE, WISCONSIN

QUOTE FORM

TO: County of Rock
Financial Services Purchasing Division
51 South Main Street
Janesville WI 53545

I (We) _____
(A Corporation) (A Partnership) (An Individual)

A Bona Fide Prime Bidder have received the specifications prepared by Rock County for the above referenced project.

I (We) have examined the Specification Documents noted above, and agree to enter and execute a contract, if awarded, based on this Quote for a **SINGLE PRIME CONTRACT** for installation of a Siren per the attached plans and specifications.

I (We) will perform all the work for the stipulated sum of:

AMERICAN SIGNAL EQUIPMENT	COST
T-128 AC Rotating Siren 130 db 48V DC UL Listed	
#T-240-MC-AC-DB AC Motor Control 128 UL listed deep box transformer	
NEMA 4X enclosure – aluminum powder coated gray	
All necessary equipment including antenna, PM-4 pole mount	
Complete installation of siren, full assembly, start up and commission	
New Pole and Installation, debris removal, landscape repair, permits	
Shipping Charges	
TOTAL PROJECT COST	\$

FEDERAL SIGNAL EQUIPMENT	COST
2001--AC Electro-Mechanical Rotating Siren 130db	
2001TRBP Transformer Rectifier Plus	
All necessary equipment including antenna, PM-4 pole mount	
Complete installation of siren, full assembly, start up and commission	
New Pole and Installation, debris removal, landscape repair, permits	
Shipping Charges	
TOTAL PROJECT COST	\$

List any deviations or additional information to your bid on company letterhead.

Bid prepared by: _____
Signature _____ Print Name & Title _____

Company: _____

Address: _____

E-Mail Address: _____