

JEFFERSON COUNTY, WISCONSIN



REQUEST FOR PROPOSAL

Jefferson County Courthouse Epoxy Flooring System

Issued: 12-Aug-2025
Responses Due: 17-Sep-2025

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GENERAL INFORMATION

1.1 **Purpose & Scope:**

Jefferson County (hereinafter "County"), requests Bids for turn key delivery of an epoxy flooring system(furnished and installed) in mechanical room L1062, and intends to use the results of this process to award a Contract. Jefferson County does not guarantee it will purchase any specific quantity or dollar amount. Bids that require a minimum number of commodities or services will be ordered may be rejected. Note the building is fully occupied and operational during day shift hours, we cannot disrupt daily operations and require this work to be completed on second shift.

1.2 **Project:**

Jefferson County Courthouse Epoxy Flooring System

Detailed specifications can be found on page 6.

1.3 **Contract:**

In the event of an award, the contents of this RFP (including all attachments), RFP addenda and revisions, the proposal from the successful bidder as accepted by the County, Jefferson County's Standard Terms & Conditions, and any additional terms agreed to in writing by the parties shall be incorporated into the attached Contract. Failure of the successful bidder to accept these elements may result cancellation of the award.

1.4 **Minimum Requirements:**

Mandatory bidder qualifications and/or requirements in this RFP document must be minimally met without exception; failure to meet such may disqualify your bid. Before the award of any Contract, the County shall be satisfied the bidder has sufficient qualified resources available for performing the work described in the bid. In the event no bidder is able to meet the mandatory requirements, the County reserves the right to continue the review of the bids and select the bidder that most closely meets the requirements specified in this RFP.

1.5 **Standard Terms & Conditions:**

All contracts shall be subject to Jefferson County's Contract for Services and Standard Terms and Conditions (Exhibit A). The bidder shall not submit its own Contract document as a substitute for the County's Standard Terms & Conditions. Bidders shall accept all terms and conditions or submit point-by-point exceptions along with proposed alternative language for each point. The County reserves the right to negotiate the contractual terms and conditions or reject the bidder's response and proceed to the next qualified bidder.

1.6 **Reasonable Accommodations:**

Upon request, the County shall provide reasonable accommodations, including the provision of informational material in an alternative format for individuals with a disability.

SUBMITTAL INSTRUCTIONS

2.1 Calendar of Events:

Date	Event
12-Aug-2025	Date of issuance of the Request for Bid
03-Sep-2025	MANDATORY Pre-Bid Site Visit/Conference
08-Sep-2025	Last day for submitting written questions
16-Sep-2025	Supplements or revisions to the RFP posted on the County's website
18-Sep-2025	Bids due from vendors by 1:00pm (CST)
18-Sep-2025	Bid opening at 1:30pm (CST)
23-Sep-2025	Anticipated Award Date (Pending County Board Approval)
13-Oct-2025	Anticipated Project Start Date
13-Nov-2025	Project Completion Date

2.1 Communication:

All communications and/or questions in regard to this Request for Bid must be in writing and directed to John Fox at jfox@jeffersoncountywi.gov. Any contact with County employees concerning this RFP is prohibited from the date of release of the RFP until the notice of award is released, except as authorized herein. Contacting anyone other than the designated contact set forth above may disqualify your response.

2.2 Pre-Bid Site Visit:

Bidders shall visit the project site prior to submitting a bid to ensure they understand the requirements of the project. Site visits will be held September 3, 2025 at 1pm.

2.3 Supplements/Revisions:

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, they shall promptly notify John Fox in writing. If a bidder fails to notify the County of an error in the RFP document which is known to the bidder or which must have reasonably been known to the bidder, the bidder submits a response to the RFP at its own risk and if awarded a contract, shall not be entitled to additional compensation or time by reason of the error or its later corrections.

In the event it becomes necessary to provide additional clarifying data or information or revise any part of this RFP, supplements or revisions will be posted on the Jefferson County website. It is the responsibility of prospective bidders to check the website for any amendments prior to submission.

2.5 Method of Bid:

The bidder shall submit a net unit price and, if applicable, an extended net total for each item specified. Prices shall be in U.S. dollars. In the event of errors in calculation, unit price shall prevail.

2.6 Submission:

All bids shall be submitted on the County Bid Form provided herein, along with all other required documentation, in a sealed envelope bearing on the outside the name of the bidder, the bidder's address, and the project name to 311 S. Center Avenue, Jefferson, WI, or by email as an attachment or

downloadable link with the subject line “Jefferson County Courthouse Epoxy Flrg” to dthompson@jeffersoncountywi.gov. Bids must be received and time-stamped no later than 1:00pm (CST) on September 18, 2025. Any responses received after the submission deadline will not be considered.

2.7 Bid Modification:

Once submitted bids may be modified in writing prior to the date and time set for bid closing. Any such modification must be signed by a duly authorized representative, and state the new document supersedes or modifies the prior bid. The modification must be clearly marked “Bid Modification” with the RFP project title. Bids may not be modified after bid closing time and date.

2.8 Bid Withdrawal:

Bids may be withdrawn in writing by a duly authorized representative of the bidder any time prior to the bid opening date. Following the bid opening, bids cannot be withdrawn for a period of sixty (60) days from the scheduled bid opening.

2.9 Use of Subcontractors:

The bidder will be responsible for the contract performance of its subcontractors. The bidder shall identify in its bid response any potential subcontractors, suppliers, and service providers it intends to use to perform, furnish or procure labor, services, materials, plans or specifications under this Contract. All subcontractors must be approved in writing by the County. Pursuant to Wis. Stat. §779.14(1m)(d), the County is authorized to make direct payment to subcontractors or pay the prime contractor with checks made payable to the prime contract and one or more subcontractors.

2.10 Taxes:

Pursuant to Wisconsin Statutes Section 77.54(9m), certain building materials and other eligible items may be purchased for this project by the County without the requirements to pay the regular sales or use tax. When permitted under Wisconsin Statutes Section 77.54(9m), the bidder will exclude sales or use tax on building materials and other eligible items.

2.11 Bid Evaluation:

Jefferson County reserves the right to accept or reject any and all bids and to waive any technicality or informality. Award will be made to the lowest responsible, responsive bidder conforming to the specifications, terms and conditions set forth herein. Jefferson County shall be the sole judge as to bidder’s compliance with the bid instructions.

In determining the responsiveness and responsibility of the bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with related laws and regulations; the sufficiency of the bidder’s financial resources; the availability, quality, and adaptability of the bidder’s equipment, supplies, and/or services to the required use, etc.

Scope of Work

General Conditions:

Contractor shall be responsible for providing protections to existing furnishings and finishes. Site access is limited to the Security Entrance. Hours of work shall be limited to 7am – 7pm. Contractors will be responsible for disposal of any waste generated while completing their work. Contractor will be required to develop a detailed project plan that sequences their work in a manner that demonstrates the rooms and spaces they will complete each day to allow building maintenance to coordinate end users in those spaces.

Cutting and patching:

Contractor shall be responsible for cutting and patching any and all surfaces required. Reusing existing pathways where possible to limit the disruption to finishes. Patching shall be installed by qualified parties as needed for the substrate being repaired.

Demolition:

Not Applicable

Specifications:

Furnish and install epoxy flooring in accordance with manufacturers' recommendations.

BID FORM

Jefferson County Courthouse Epoxy Flrg

Bidder shall complete the work in accordance with the Specifications set forth above for the following price(s):

MATERIAL	QTY	RATE	TOTAL
TOTAL MATERIAL:			

LABOR	HOURS	RATE	TOTAL
TOTAL LABOR:			

MISCELLANEOUS	TOTAL
TOTAL MISC:	

TOTAL BID: _____

**ATTACH PROJECT SCHEDULE WITH ESTIMATED DATE OF COMPLETION
AND LIST OF ALL PROPOSED SUBCONTRACTORS WITH THE CLASS OF WORK TO BE PERFORMED BY EACH**

BIDDER CERTIFICATION

Jefferson County Courthouse Epoxy Flrg

The undersigned bidder certifies by submission of the this bid that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

By submitting a bid, the bidder agrees to provide the specified products and/or services in this Request for Bids, at the prices quoted, pursuant to all requirements and specifications set forth herein. Furthermore, the undersigned vendor certifies under penalty of perjury that:

- 1) the bidder has read and fully understands all bid specifications, plans, and terms and conditions;
- 2) the bid is genuine and is not made in the interest of or on behalf of any undisclosed person or entity;
- 3) the bidder has not directly or indirectly inducted or solicited any other bidder to submit or not submit a bid;
- 4) the bid has been independently arrived at without collusion with any other bid submitter, competitor, or potential competitor; and
- 5) the bidder has not knowingly disclosed this bid prior to the bid opening with any other bid submitter or competitor.

Submitted By: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

CONTRACT FOR SERVICES

Contract No.:	
Commodity/Service:	
Contract Term:	
Contract Amount:	

This Contract for _____ (“Contract”), is made to be effective on this _____ day of _____, 20____ (“Effective Date”) by and between Jefferson County, a quasi-municipal corporation (“County”) and _____ (“Vendor”). The County and Vendor may hereinafter be referred to individually as a “Party” or collectively as “Parties.” The County and Vendor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 TERM OF AGREEMENT

This Contract is effective upon execution by the Parties and shall expire upon completion of the project, unless sooner extended or terminated in whole or in part, as provided herein.

2.0 ENTIRE CONTRACT

- 2.1 Entire Contract. This document together with its exhibits and attachments is the “Contract” and a complete and exclusive statement of the agreement between the parties. This Contract supersedes all other communications and representations between the Parties related to the subject matter of the Contract.
- 2.2 Integration of Documents. The parties intend for this Contract and all of the Exhibits and attachments hereto to be read and harmonized together to the extent possible. In the event of conflict between the terms of the documents, this document shall control.
- 2.3 Contract Parts. The Contract consists of the following parts which will serve as the hierarchy of documents in descending order for resolution:
- Final Executed Contract and/or Official Purchase Order
 - Request for Bid or Proposal (including all attachments and addenda)
 - Jefferson County’s Standard Terms & Conditions (Exhibit A)
 - Vendor’s Original Bid Response dated _____

3.0 SCOPE OF WORK

Vendor agrees to provide all of the products and services set forth in specifications outlined in the Request for Bid. A brief overview of the scope of work and products is as follows: _____

4.0 CONTRACT PRICE

The County shall pay Vendor for completion of the scope of work in accordance with the Vendor’s Bid Response an amount in current funds not to exceed \$_____. All

equipment, materials, labor, overhead, taxes, and all other costs are included in order to complete the work in accordance with the Contract documents.

5.0 CHANGE CONTROL

Any contractual changes, including time extensions, may be made only by written amendment to this Contract signed by both parties. No costs incurred for the performance of extra work will be reimbursed unless and until the County approves a change order for it. All change order requests will require an itemized breakdown identifying materials, equipment, labor, and subcontractors associated with said work. Profit and overhead for said work shall not exceed 10%.

6.0 PERFORMANCE

Services rendered under this Contract shall be performed in a timely, professional, and diligent manner by qualified and efficient personnel and in conformity with commercial standards in the industry. Vendor shall observe, abide by, and perform all of its obligations in accordance with all applicable legal requirements, regulations, and licensing rules.

7.0 CANCELLATION & TERMINATION

- 7.1 The County reserves the right to terminate this Contract in whole or in part without penalty for the following:
 - 7.1.1 By Mutual Agreement. This Contract may be terminated by consent of both parties executed in writing.
 - 7.1.2 For Cause. The County may terminate this contract by providing Vendor within thirty (30) days written notice of a material breach of this Contract by Vendor, if Vendor fails to cure the breach within thirty (30) days of notice or within the time for cure agreed upon by both parties.
 - 7.1.3 For Lack of Funding or Authority. The County may terminate this Contract if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of services or goods in the indicated quantities or terms.
 - 7.1.4 For Convenience. The County may terminate this Contract at any time without cause, by providing sixty (60) days written notice.
- 7.2 In the event of a termination, the County's liability hereunder shall be limited to an amount equal to the sum of the pro rata cost of the services actually performed by the Vendor through the effective date of termination
- 7.3 Upon termination of this Contract for any reason or upon Contract expiration, the County shall be entitled to refund for deliverables or services paid for but not received or rendered.

8.0 NOTICES

All notices required under this Contract shall be in writing, signed by the person serving notice and shall be sent by first class mail or hand delivered to the addresses of the parties listed below:

For the County: Michael Luckey
County Administrator
311 S. Center Avenue, C2033
Jefferson, WI 53549

with copy to: Danielle Thompson
Jefferson County Corporation Counsel
311 S. Center Avenue, C2020
Jefferson, WI 53549

For the Vendor: _____

9.0 MISCELLANEOUS

- 9.1 Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Contract.
- 9.2 Successors/Assignment. This Contract shall be binding on the parties hereto and their respective successors and assigned; provided, however, that Vendor may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Vendor without the prior written consent of County.
- 9.3 Amendment. Any change to any provision of this Contract may only be made by written amendment, signed by the duly authorized agents of the parties.
- 9.4 No Waiver. Any failure of a Party to assert any right under this Contract, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Contract, or any of this Contract's provisions.
- 9.5 Severability. If any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Contract in that jurisdiction or the validity or enforceability of any provision of this Contract in any other jurisdiction.
- 9.6 Survival. The terms of this Contract and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Contract survive the Contract and will continue to be enforceable.
- 9.7 Counterparts. This Contract may be executed in multiple parts. Signatures to this Contract transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

- 9.8 Governing Law. This Contract, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Contract shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute this Contract with full knowledge of the terms and conditions of this Contract:

VENDOR

JEFFERSON COUNTY

By: _____
[NAME, TITLE]
Date: _____

By: _____
Michael Luckey, County Administrator
Date: _____

ATTACH EXHIBIT A- Standard Terms & Conditions