ST. CROIX COUNTY
Wisconsin
Innovation Through Cooperation

Highway Department
Highway Facility
920 Third Street PO BOX 108 | Hammond WI 54015
Telephone: 715-245-4200 | Fax: 715-245-4199
E-mail: Todd.Rehnelt@sccwi.gov
www.sccwi.gov

REQUEST FOR PROPOSALS

BITUMINOUS MATERIAL FOR THE 2019 SEASON

St. Croix County is requesting proposals for the furnishing of bituminous materials for the 2019 construction season, no earlier than the week of June 3, 2019, and no later than the week of August 26, 2019.

All bituminous materials must meet WisDOT, Division of Highway Specifications. In addition to semi load pricing requested, proposed prices are to show the price per gallon or ton applied or delivered to any destination in St. Croix County or F.O.B. in the very immediate area. For chip sealing operations, please keep in mind that St. Croix County's chip spreader is capable of spreading up to twenty-four feet (24') width.

All proposals shall be on the Proposal Form prepared by St. Croix County, attached with this request, sealed, and clearly marked on the outside of the envelope in the lower left corner:

"Proposal for "**BITUMINOUS MATERIAL FOR 2019 SEASON**" and submitted to the:

U.S. Mail:
St. Croix Highway Department
PO Box 108 920 3rd Street
Hammond, WI 54015

UPS, FedEx, etc.:
St. Croix Highway Department
920 3rd Street
Hammond, WI 54105

Response Deadline: **10:30 AM LOCAL TIME on APRIL 23, 2019.**

St. Croix County reserves the right to terminate the selection process at any time and reject any or all offers. The County shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process, nor any errors in delivery past due date in which proposals will not be considered.

RFK

Robbie Krejci, P.E.
Highway Commissioner
St. Croix County

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Inquiries/Interpretations/Clarifications

If you have any questions, please contact Todd Rehnelt or Rick Booth at (715) 245-4200.

No interpretation of the meaning of the RFP will be made to any proposer verbally. Every request for such interpretation should be in writing and addressed to: St. Croix County Highway Operations Specialist, 920 3rd Street PO Box 108 Hammond, WI 54015, or e-mail Richard.Booth@sccwi.gov

To be given consideration, a request for interpretation must be received at least five (5) days prior to the date fixed for the review of the qualification packages. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent via e-mail or fax not later than three (3) days prior to the date fixed for the review of the proposal packages. Interested vendors must supply an email contact to Richard.Booth@sccwi.gov at least (5) days prior to the date fixed for review to ensure receipt of any necessary addenda. All addenda will be posted to the county's website with the original RFP.

Failure of any Proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of the RFP.

ST. CROIX COUNTY – GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**. In this section 'Contracting Party' shall mean any party that is entering into this Agreement with the County of St. Croix 'St. Croix' shall mean the County of St. Croix. These definitions shall apply only to this section titled 'Standard Terms and Conditions' and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE**. Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

3. **FULLY QUALIFIED**. Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

4. **SCOPE OF SERVICES**. Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. St. Croix may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE**. The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. **COMPENSATION**. Contracting Party will be compensated by St. Croix for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to St. Croix. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING**. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **INVOICES.** All invoices must be itemized and provided to the County before any payment may be authorized. All invoices need to include the Purchase Order number, Line Item number of merchandise shipped or services provided, prices, terms, dates, quantities, and all other pertinent information, and all charges for delivery and freight listed separately. All invoices shall be mailed, faxed, or emailed to the St. Croix County Government Center, ATTN: Finance Department, 1101 Carmichael Road, Hudson, Wisconsin 54016; Email: finance@co.saint-croix.wi.us, Fax: (715) 381-4926.

9. **TAX EXEMPTION**. The County is exempt from State of Wisconsin sales tax by virtue of exemption certificate number 041777. Wisconsin Retailer's occupation tax, use tax, and municipal retailer's occupation tax do not apply to materials purchased by County. Contracting Party must not charge for any of these taxes. If bill for the above taxes, the invoice will be paid short to deduct the cost of non-applicable taxes.

10. **TERMINATION FOR CAUSE**. If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, St. Croix shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date ~of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of St. Croix, become the property of St. Croix. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to St. Croix for damages sustained by St. Croix by virtue of this Agreement by the Contracting Party, and St. Croix may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to St. Croix from the Contracting Party is determined.

11. **TERMINATION FOR CONVENIENCE**. St. Croix may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by St. Croix pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by St. Croix.

12. **SAFETY**. Unless specifically included as a service to be provided under this Agreement, St. Croix specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property. Contracting Party shall be responsible to follow all safety regulations per State and Federal guidelines.

13. **DELAYS**. If performance of St. Croix's obligations is delayed through no fault of St. Croix, St. Croix shall be entitled to an extension of time equal to the delay.

14. **OPINIONS OF COST**. Any opinion of costs prepared by St. Croix is supplied for general guidance of Contracting Party only. St. Croix cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

15. **USE OF ST. CROIX PROPERTY**. Any property belonging to St. Croix being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

16. **INSURANCE**. Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:
1) Commercial General Liability Insurance of not less than $1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
2) Automobile Liability Insurance of not less than $1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
3) Umbrella Liability Insurance of not less than $1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
4) Professional Liability Insurance of not less than $1,000,000.00 per claim and annual aggregate; and
5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits. On the certificate of insurance, St. Croix shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The County of St. Croix, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with St. Croix, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide St. Croix with a thirty (30) day notice prior to termination or cancellation of the policy. St. Croix reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

17. **INDEMNIFICATION**. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, St. Croix, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on St. Croix. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of St. Croix, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as St. Croix waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse St. Croix, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by St. Croix, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

18. **NO PERSONAL LIABILITY**. Under no circumstances shall any trustee, officer, Official, commissioner, director, member, partner or employee of St. Croix have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

19. **INDEPENDENT CONTRACTORS**. The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.

20. **GOVERNING LAW**. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in St. Croix County, Wisconsin. Each party waives its right to challenge venue.

21. **JURY TRIAL WAIVER**. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

22. **NOTIFICATION**. Contracting Party shall:
1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify St. Croix in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
2) Promptly notify St. Croix of the commencement of any litigation or administrative proceedings that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
3) Notify St. Croix, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

23. **SEVERABILITY**. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

24. **ASSIGNMENT, SUBLET, AND TRANSFER**. Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of St, Croix. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

25. **NO WAIVER**. The failure of any party to insist, in anyone or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

26. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of St. Croix. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to St. Croix for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

27. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to St. Croix.

28. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status. Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

29. **POLITICAL ACTIVITIES.** Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

30. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various undertakings of St. Croix described in this Agreement may require approvals from the St. Croix County Board of Supervisors, St. Croix County bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the St. Croix County Board of Supervisors. St. Croix's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. St. Croix cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

31. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of, granting approvals or conditions attendant with such approval, the specific action of St. Croix shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

32. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

33. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of St. Croix. The County Administrator or in the County Administrator's absence, the Corporation Counsel or Risk Manager, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

34. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

35. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

HIIGHWAY DEPARTMENT
County of St. Croix
920 Third Street PO Box 108
Hammond, WI 54015

Contracting party shall identify in writing and provide to St. Croix the contact person and address for notices under this Agreement.

36. **INCORPORTION OF PROCEEDINGS AND EXHIBITS.** All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by St. Croix, including but not limited to adopted or approved plans or specifications on file with St. Croix, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

37. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. St, Croix, or any of its duly authorized representatives, shall have access, at no cost to St. Croix, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

38. **PUBLIC RECORDS LAW**. Contracting Party understands and acknowledges that St. Croix is subject to the Public Records Law of the State of Wisconsin. As such,
Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist St. Croix in complying with any public records request that St. Croix receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless St. Croix, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to St. Croix's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to St. Croix whereupon St. Croix shall take custody of said records assuming such records are not already maintained by. This provision shall survive the termination of this Agreement.

39. **CONSTRUCTION**. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

40. **NO THIRD-PARTY BENEFICIARY**. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

41. **COMPLIANCE WITH LAW**. The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

42. **FORCE MAJEURE**. St. Croix shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

43. **GOOD STANDING**. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

44. **AUTHORITY**. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

45. **EXECUTION OF AGREEMENT**. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by St. Croix, and Contracting Party's failure to do so will render the approval of the Agreement by St. Croix null and void unless otherwise authorized.

46. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

47. **SURVIVAL**. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

48. **ETHICS.** In addition to ethical standards set forth in Wis. Stat. §19.59 for all County employees and officials [either elected or appointed], St. Croix County has adopted an Code of Ethics that is applicable to County employees in conducting county business. *See* Chapter 90 of the St. Croix County Code of Ordinances.

Contracting Party, during the period of any Contract with the County shall not hire, retain, or utilize compensation for any member, officer, or employee of County or any person who, to the knowledge of the Contracting Party, has a conflict of interest. Contracting Party hereby attests that it is familiar with St. Croix County's Code of Ethics, which states in part: "No person may offer or give to an official or employee, directly or indirectly, and no official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the official's or employee's vote, official action or judgement, or could reasonably be considered as a reward for any official action or inaction on the part of the official or employee."

Wis. Stat. § 946.12 involving misconduct in public office and Wis. Stat. § 946.13 involving a private interest in a public contract are considered Class 1 felonies and activity considered in violation of these statutes will be reported to the St. Croix County Sheriff's Office for investigation and the St. Croix County District Attorney's Office for prosecution. Questions concerning this matter may be addressed to the Office of Corporation Counsel, 1101 Carmichael Road, Hudson, WI 54016. Phone No.: (715) 381-4315.

PROPOSAL FORM

CRS-2 or HFRS Emulsion **$_____Per Gallon APPLIED**

$_____Per Gallon DELIVERED

CRS-2P or HFRS-2P Emulsion **$_____Per Gallon APPLIED**

$_____Per Gallon DELIVERED

CSS1H-D50 Emulsion **$_____Per Gallon DELIVERED**

$_____Per Gallon Self-Haul from Supplier, FOB

Proposal submitted by:

_____ _____
Print Name & Title Company

_____ _____
Signature Date Address

_____ _____
Phone number

The St. Croix County Highway Commissioner reserves the right to reject any or all proposals or to waive any irregularities in any proposal, or to accept any proposal or parts of various proposals, which will best serve the interest of St. Croix County.

Acceptance of Proposal by: _____ Date: _____
St. Croix County Commissioner