



206 S Main Street
Reeseville, WI 53579

Request for Proposals

Outdoor Electronic LED Sign

Issued June 11, 2026

RFP TABLE OF CONTENTS PAGE

Table of Contents

RFP TABLE OF CONTENTS PAGE	1
Request for Proposals Invitation	2
Request for Proposals – Electronic LED Monument Sign.....	3
Introduction	3
Contact Information	3
Scope of Work.....	3
Questions Regarding This RFP.....	6
Addenda Interpretations	6
Proposals Due.....	7
Proposal Contents	7
Other Conditions of Proposal Submittal	7
Contract Requirements.....	7
Insurance Requirements	8
Evaluation and Selection	8

**Request for Proposals Invitation
Village of Reeseville, Dodge County, Wisconsin**

The Village of Reeseville, Dodge County, Wisconsin, is seeking proposals to provide and install a double-sided electronic LED monument sign as part of its public library improvements project located at 216 S. Main Street in the Village of Reeseville.

Sealed proposals will be received until 10:00 a.m. local time on Wednesday, July 1, 2026, by Kunkel Engineering Group, 107 Parallel Street, Beaver Dam, WI 53916. Late submissions will not be considered or opened. Proposals must be mailed or hand-delivered. Emailed proposals will not be accepted.

All interested persons and firms should contact Tammy Hampton at Kunkel Engineering Group, Grant Administrator on behalf of the Village of Reeseville, between the hours of 8:00 a.m. and 5:00 p.m. Monday – Friday via telephone at (920) 356-9447 or via email at thampton@kunkelengineering.com to request the RFP packet or additional information. A copy of the RFP is also available on the Village of Reeseville's website, <https://vi.reeseville.wi.gov/>.

Persons/firms that intend to submit a proposal should send notification of intent to Tammy Hampton via email at thampton@kunkelengineering.com with the person's/firm's name and contact information in case of addenda or other changes. Those who have provided a notification of an intent to submit a proposal will receive all relevant documents and information regarding this RFP. The information may include, but is not limited to, the RFP, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes to the RFP schedule.

The awarded contractor will provide and install one complete double-sided electronic LED monument sign for the library. Work includes design, engineering, permitting, manufacturing, delivery, installation, concrete foundation, electrical service connections, landscaping restoration, programming software, startup, testing, training, and warranty. An award is anticipated on July 9, 2026. **The sign must be installed and the final pay request submitted to the Village of Reeseville by September 25, 2026. No extensions will be granted.**

A contract awarded under this Request for Proposals (RFP) will be funded in whole or in part by the U.S. Department of Treasury's Capital Project Fund through a grant awarded to the Village of Reeseville from the State of Wisconsin Department of Administration Flexible Facilities Program (FFP) and will be subject to all program requirements specified in this Request for Proposals (RFP).

The contract shall be subject to the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. 3702 and 3704 and DOL (29 CFR Part 5), Fair Labor Standards Act (FLSA) and fair labor practices and wage standards for the program under which the contract is funded, and federal and state equal opportunity provisions, as specified in the bid packet.

Small businesses, minority-owned and women-owned business enterprises (MBEs, WBEs), disabled veteran-owned businesses (DVBs), and firms in labor surplus markets are encouraged to submit proposals. Compliance with state and federal equal opportunity and nondiscriminatory practices in contracting and employment, per Wisconsin Statute 16.765, the Civil Rights Act of 1964, and EO 11246, as amended, is required.

The Village of Reeseville reserves the right to accept or reject any or all proposals received. No proposal may be withdrawn for 30 days after the scheduled time for opening proposals.

Published by the Authority of the Village of Reeseville.

KUNKEL ENGINEERING GROUP, LLC
107 Parallel Street
Beaver Dam, Wisconsin 53916
920.356.9447

VILLAGE OF REESEVILLE
Jacob Pacala, Village President
Kasandra Miescher, Village Clerk-Treasurer

Published in the Watertown Daily Times on June 11, 2026

Request for Proposals – Outdoor Electronic LED Monument Sign

Introduction

The Village of Reeseville, located in Dodge County, Wisconsin, is a welcoming rural community with a population of 763. The Village recently renovated its public library at 216 S. Main Street with a grant from the State of Wisconsin Department of Administration Flexible Facilities Program (FFP). To further enhance the library's visibility and community presence, the Village is issuing this Request for Proposals (RFP) to design and install a new monument sign. All activities for the project must comply with the Wisconsin FFP Contract Terms and Conditions included within Exhibit I to this RFP.

Contact Information

All interested persons and firms should contact the individual below to request the RFP packet or additional information:

Tammy Hampton
Grant Administrator on behalf of the Village of Reeseville
Kunkel Engineering Group
107 Parallel Street
Beaver Dam, WI 53916
920.356.9447
thampton@kunkelengineering.com

Persons/firms that intend to submit a proposal should send a notification of intent to Tammy Hampton via email at thampton@kunkelengineering.com with the person's/firm's name and contact information in case of addenda or other changes. Those who have provided a notification of an intent to submit a proposal will receive all relevant documents and information regarding this RFP. The information may include, but is not limited to, the RFP, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes to the RFP schedule.

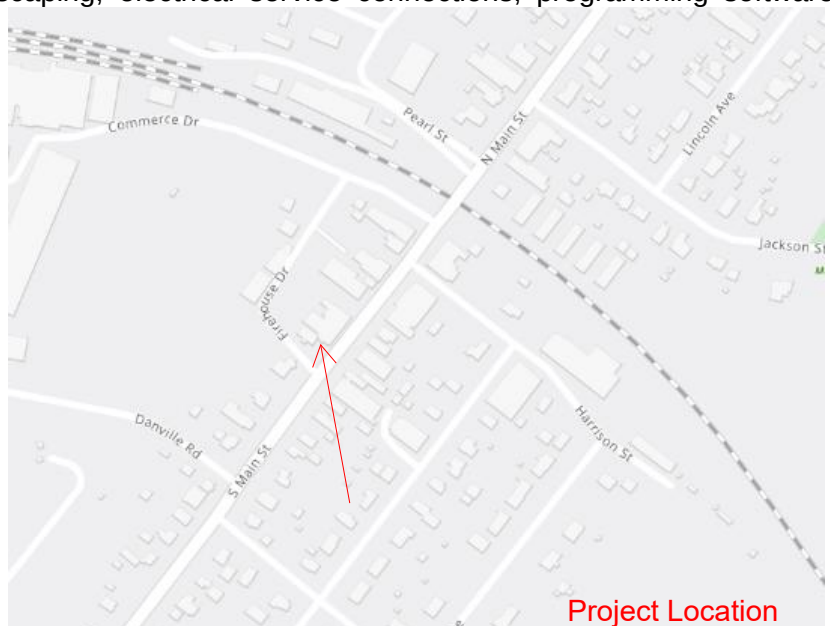
Scope of Work

The awarded contractor will provide and install one complete double-sided electronic LED monument sign for the library. Work includes design, engineering, permitting, manufacturing, delivery, installation, concrete foundation, base (brick or stone) and landscaping, electrical service connections, programming software, startup testing and training, and warranty.

The sign must comply with all applicable local zoning, electrical, and building code requirements available online at <https://vi.reeseville.wi.gov/ordinances-resolutions/>.

Contractors are encouraged, but not required, to visit the project site. Please note that there are bushes and an inoperable sign currently at the site, but both will be removed by the Village prior to the start of work. Additionally, the existing bike rack will be relocated by the Village.

Photos of the current location are included below.





The Village would like to include “Harold [Shorty] & Evelyn Kuehl Memorial Building” on the electronic sign as the building was a gift to the Village by Harold and Evelyn Kuehl.

The electronic sign specifications provided in this RFP are intended to serve as a guide. Should you propose alternative specifications, please include a clear explanation for the deviation and the reasons supporting your proposal. This will allow for a comprehensive evaluation of all submissions and ensure that any proposed alternatives meet the project’s requirements.

General specifications:

- Electronic LED display system
- Aluminum LED display cabinet
- Concrete foundation and mounting system
- Base (brick or stone) and landscaping
- Electrical service connection required for complete installation of sign
- Conduit and wiring
- Programming software and licenses
- Startup and staff training
- Manufacturer warranty

Sign Configuration:

- Double-sided electronic monument sign
- Full Color RGB LED display on both sides
- Displays shall operate simultaneously
- Sign should be installed in an east/west direction five (5) feet off sidewalk
- Contractor shall verify final location before installation

Overall Display Size:

- Minimum desired LED display area is 3' x 6'
- Alternative display signs may be proposed
- Dimensions should be clearly identified in the bid submission
- Contractor shall provide shop drawings for approval before fabrication

LED Display:

- 6 mm - 10 mm RGB LED pixel pitch
- Outdoor-rated display
- 6,000 – 8,000 nits brightness
- Automatic brightness control using ambient light sensor

Viewing Angle:

- Horizontal 120° to 160°
- Vertical 90° to 120°

Refresh Rate:

- Minimum 1,920 Hz

Weather Protection:

- -20°F to 120°F
- Outdoor weatherproof construction

Cabinet Construction:

- Aluminum cabinet construction
- Factory-finished powder-coated surface
- Color to be selected by owner
- Lockable service access door(s)

Foundation and Mounting:

- Reinforced concrete foundation
- Any excavation and backfill
- Anchor bolts and mounting hardware
- Contractor shall coordinate with utility locating services prior to excavation

Base and Landscaping:

- Brick or stone base and landscaping to enhance appearance and curb appeal. Village will entertain design suggestions.

Connectivity:

- Remote programming capability
- Compatible with current Windows 10 and 11 operating systems

Software:

- Still, changing, scrolling compatible
- Date and time features
- Identify Cloud-Based Management or Local Area Network platform
- List any subscription/recurring fees in proposal
- List any annual maintenance costs in proposal

Electrical Work:

- 120V / 240V AC single-phase, 60 Hz
- Wiring/Conduit
- Surge Protection
- Circuit Protection
- Grounding

Training:

Contractor shall provide on-site training for library personnel covering:

- Software operation
- Content creation
- Scheduling messages
- Basic troubleshooting

Warranty:

- Minimum three-year manufacturer warranty
- Minimum one-year workmanship warranty

Questions Regarding This RFP

This solicitation contains a description of the project and services required. Interested proposers are responsible for understanding what is required by this solicitation. During the review of the RFP, if the Proposer discovers any errors, omissions or ambiguities within the RFP, they should identify them in writing and call them to the immediate attention of Tammy Hampton at Kunkel Engineering Group prior to the RFP submission deadline. The Village of Reeseville shall not be held responsible for any person's/firm's lack of understanding of the project. The Village will not reimburse responding firms for any expenses incurred in preparing responses to this request.

Questions for clarification concerning this RFP must be in writing and received via email to the contact listed in the "Contact Information" section of this RFP **on or before Wednesday, June 24, 2026 at 5 p.m. with answers provided via email by 12 noon on Friday, June 26, 2025.** After this date, questions involving the content or intent of the proposal will not be answered. Responses to all questions will be in writing via email, and provided to all parties. All addenda and responses to questions will be emailed to all planholders and posted on the Village of Reeseville's website, <https://vi.reeseville.wi.gov/>.

The Village of Reeseville makes no representations as to the conditions of the project other than those representations made herein, and no employee or any other representative of the Village of Reeseville has the authority to make any oral or written representations as to the conditions of the project. Persons/firms should only contact the person specified in the "Contact Information" section of this RFP for answers and clarifications regarding this RFP and should not contact any other officials or employees of the Village of Reeseville.

Addenda Interpretations

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The Village of Reeseville is not bound by any oral clarifications that change the scope of work for this project. All addenda issued will become part of the official RFP and will be emailed to all Proposers of record based upon contact information on record at the original time of issuance or subsequently provided.

Proposals Due

Sealed proposals will be received until 10:00 a.m. CST on Wednesday, July 1, 2026, by Kunkel Engineering Group, 107 Parallel Street, Beaver Dam, WI 53916. Proposals should be labeled "Village of Reeseville Electronic Sign RFP." The Village of Reeseville reserves the right to reject any and all Proposals not meeting the requirements of this Request for Proposals.

Schedule

Issue Request for Proposals	June 11, 2026
Deadline for Questions	June 24, 2026 by 5:00 p.m. CDT
Response to Questions	June 26, 2026, by 12:00 p.m. CDT
Deadline to Submit Proposals	July 1, 2026, by 10:00 a.m. CDT
Anticipated Village Board Meeting for Approval	July 9, 2026
Completion Date (no extensions can be granted)	September 25, 2026

Proposal Contents

Individuals/firms interested in being considered for this project must submit the following information:

1. Cover letter introducing yourself/firm and qualifications to complete this project.
2. Project Understanding/Approach.
3. Project Schedule for completing the project. Responding persons/firms should acknowledge that they can achieve the final completion date of September 25, 2026, in their response.
4. Detailed project specifications, including information about the manufacturer, foundation details, electrical requirements, and warranty information.
5. Proposed list of subcontractors, if any.
6. Rendering or shop drawing of proposed monument sign.
7. Relevant Experience. Include at least three (3) similar projects for which the proposer has completed work within the last five (5) years.
8. Three (3) references, including name, title, telephone number, and email address for each reference.
9. Proposed Fees (Exhibit 2 to this RFP).
10. Potential Conflict of Interest Disclosure Form (Exhibit 3 to this RFP).
11. Lobbying Certification Form (Exhibit 4 to this RFP).
12. Disclosure of Lobbying Activities Form, if applicable (Exhibit 5 to this RFP).

Other Conditions of Proposal Submittal

1. Only one proposal will be accepted from any person, firm, or entity.
2. No proposal will be accepted from any person, firm, or entity that is in arrears for any obligation to the Village of Reeseville, is debarred from contracting for federally funded projects, or that otherwise may be deemed irresponsible or unresponsive by the Village of Reeseville.
3. All Proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.

Contract Requirements

A contract awarded under this Request for Proposals (RFP) will be funded in whole or in part by the U.S. Department of Treasury's Capital Project Fund through a grant awarded to the Village of Reeseville from the State of Wisconsin Department of Administration Flexible Facilities Program (FFP) and will be subject to all program requirements specified in this Request for Proposals (RFP).

The contract shall be subject to the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. 3702 and 3704 and DOL (29 CFR Part 5), Fair Labor Standards Act (FLSA) and fair labor practices and wage standards for the program under which the contract is funded, and federal and state equal opportunity provisions, as specified in the bid packet.

All activities for the project must comply with the Wisconsin FFP Contract Terms and Conditions attached to this RFP as Exhibit I.

Failure to complete the project by September 25, 2026, may result in liquidated damages being imposed at \$400.00/day.

Insurance Requirements

Prior to the commencement of work, the selected firm shall furnish a Certificate of Insurance showing compliance with the following limitations. The selected firm agrees to comply with the provisions of Worker's Compensation laws of the State of Wisconsin.

The selected firm shall further maintain such other insurance (with limits as shown below) as shall protect the firm and the Village from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and the selected firm shall furnish the Village with certificates and policies of such insurance as shown below. Insurance coverage shall be maintained until the selected firm has completed the work and it has been accepted by the Village.

Commercial General Liability	Coverage limits of: \$1,000,000 Per Occurrence \$2,000,000 Annual or General Aggregate \$1,000,000 Products/Completed Operations Aggregate
Business Auto	Liability Coverage Limits: \$1,000,000 Combined Single Limit
Workers Compensation & Employers Liability	Employer Liability Limits: \$100,000 Bodily Injury by Accident/Each Accident \$500,000 Bodily Injury by Disease/Policy Limit \$100,000 Bodily Injury by Disease/Each Employee
Umbrell	Coverage Limits of \$2,000,000

A Certificate of Insurance with the Village of Reeseville listed as an additional insured must be sent to the Village prior to the commencement of work.

Evaluation and Selection

The following rating system will be employed by the community to determine which proposal best meets the needs outlined in this RFP. The Village of Reeseville reserves the right to reject any and all responses submitted.

1. Costs	<u>Maximum 20 Points</u>
A. Costs are detailed, transparent and competitive. Proposal offers clear value for money and aligns with project requirements.	15-20 points
B. Costs are generally clear and reasonable, with minor omissions or Unexplained costs.	10-15 points
C. Costs are vague and incomplete.	5-10 points
D. Costs were not included.	0 points
2. Schedule/Timeline	<u>Maximum 10 Points</u>
A. Respondent included a comprehensive project schedule and can complete the project by 09/25/2026.	5-10 points
B. Respondent included a project schedule but cannot complete the project by 09/26/2026.	1-5 points
C. Respondent did not include a project schedule.	0 points

3. RFP Quality/Responsiveness

Maximum 20 Points

- | | |
|--|--------------|
| A. Proposal is thorough and responsive. The project specifications are clear and complete. The rendering is high quality and all requirements were addressed. Potential Conflict of Interest and Lobbying Certification forms were included. | 15-20 points |
| B. Most technical details are requirements were included, but there are minor omissions or areas for improvement. | 10-15 points |
| C. Basic requirements are met, but the proposal is unclear. | 5-10 points |
| D. Technical requirements are missing and the proposal is unresponsive. | 0-5 points |

MAXIMUM TOTAL POINTS: 50 Points

WISCONSIN FLEXIBLE FACILITIES PROGRAM (FFP) PROJECT

CONTRACT TERMS & CONDITIONS

For Prime Contractors and Subcontractors

*This document must be included in all construction and non-construction
prime contracts and subcontracts for an FFP project.*

Contents

Overview:	2
1. Uniform Cost Principles	2
2. Recipient Integrity and Performance Matters	2
3. Conflict of Interest Restrictions	2
4. SAM.gov Debarment and Suspension	2
5. SAM.gov Records	2
6. Lobbying Restrictions and Disclosure of Lobbying Activities	2
7. Domestic Preference Expectation	3
8. Build America Buy America (BABA) Exemption (Conditional)	3
9. Consideration for Small Businesses, Women-Owned, Minority-Owned, and Disabled Veteran-Owned Businesses and Labor Surplus Area Firms	3
10. Drug-Free Workplace	4
11. Environmental Laws	4
12. Solid Waste Disposal Act	4
13. Clean Air Act	4
14. Protections for Whistleblowers	4
15. Encouraging Seat Belt Use	4
16. Reducing Text Messaging While Driving	5
17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	5
18. Publications	5
19. Assurances with Compliance with Civil Rights Requirements	5
20. Equal Opportunity Contract Clause	6
21. Labor – Mechanics & Laborers (i.e., Construction Workers)	9
(a) Contract Work Hours and Safety Standards Act (CWHSSA)	9
(b) Davis-Bacon Act (DBA) Exemption (Conditional)	9
(c) Copeland “Anti-Kickback” Act (40 U.S.C. 3145) Exemption (Conditional)	9
(d) Fair Labor Practices - Fair Wages, Payroll Reporting, & Monitoring Requirements	9
(e) Labor Standards Records Retention	10
22. Termination Clauses in Contracts	11
23. Records and Inspection	11
24. General Compliance	11
25. False Statements	11

Overview:

The Flexible Facilities Program (FFP) is funded by the U.S. Department of Treasury's Capital Projects Fund (CPF), and administered by the State of Wisconsin Department of Administration (DOA) – Division of Energy, Housing and Community Resources (DEHCR). The contracting entity (the "contractor" hereafter) signing the contract to which this document is attached agrees to comply with the requirements of section 604 of the Social Security Act (the Capital Projects Fund Statute), as added by section 9901 of the American Rescue Plan Act of 2021, and guidance issued by the Treasury and DEHCR regarding the foregoing. The contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations. The contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to the FFP project.

The FFP requirements applicable to the contract award include, without limitation, the following:

1. **Uniform Cost Principles:** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the FFP grant and associated contracts, and subject to such exceptions as may be otherwise provided by Treasury or DOA-DEHCR.
2. **Recipient Integrity and Performance Matters:** Recipient Integrity and Performance Matters pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
3. **Conflict of Interest Restrictions:** Conflict of interest restrictions and requirements in accordance with 2 CFR Part 200.112, 2 CFR Part 200.318 and 2 CFR Part 200.319(b).
2 CFR Part 200.112. All conflicts must be disclosed by the contractor to the owner of this contract prior to contract execution, and will be reported to Treasury, as deemed appropriate, by the State of Wisconsin.
2 CFR Part 200.318. Entities must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of a grantee or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the grantee or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The grantee's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.
2 CFR Part 200.319(b). To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
4. **SAM.gov Debarment and Suspension:** OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) through the System for Award Management ([SAM.gov](https://sam.gov) at <https://sam.gov/content/entity-information>), pursuant 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
5. **SAM.gov Records:** "Recipient Integrity and Performance Matters," pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200, hereby incorporated by reference, pertaining to entity records on [SAM.gov](https://sam.gov).
6. **Lobbying Restrictions and Disclosure of Lobbying Activities:** The new restrictions on lobbying per 31 CFR Part 21. The contractor is to comply with lobbying certification and lobbying disclosure requirements for the FFP project. If the amount of the award under this contract is greater than \$100,000.00, the contractor certifies that to the best of their knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) 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, contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [accessed at:

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/disclosure.pdf>].

- (c) The contractor shall require that the language of this certification be included in the contract award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

The certification in this contract 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, 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.

7. **Domestic Preference Expectation:** In accordance with the domestic preference provisions of [2 CFR Part 200.322](#), the contractor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
8. **Build America Buy America (BABA) Exemption (Conditional):** A general exemption has been granted by Treasury from the domestic preference requirements of [Executive Order 14005: Ensuring the Future is Made in All of America by All of America's Workers](#) (January 25, 2021) and the Build America Buy America Act ([2 CFR 184](#), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021) for projects funded by the Treasury's Capital Projects Fund (CPF). They are not applicable to FFP projects unless otherwise triggered by another federal funding source for the CPF-funded project, which is specified in this contract.
9. **Consideration for Small Businesses, Women-Owned, Minority-Owned, and Disabled Veteran-Owned Businesses and Labor Surplus Area Firms:** The contractor and their subcontractors (all tiers) shall take all affirmative steps to ensure small businesses, woman-owned, minority-owned and disabled veteran-owned businesses, and labor surplus area firms are considered for sources of supplies and services in accordance with 2 CFR Part 200.321 and Department policy, and as defined below:
- **Small Business** – A business firm that matches the revenue and employment status of a small business in their industry, as specified in [13 CFR Part 121.101](#) and the [North American Industry Classification System \(NAICS\)](#). Registered small businesses may be found in directories available on the [U.S. Small Business Administration website](#).
 - **Minority-Owned Business Enterprise- (MBE)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more members of an eligible minority group member; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a minority or minority owners. Eligible racial ethnic categories include: American Indian, Asian-Indian, Asian-Pacific, Black, Eskimo or Aleut, Hispanic, and Native Hawaiian [[Wis. Stat. § 16.287\(1\)](#) and [Wis. Admin. Code §§ 84.01\(29\)\(a-e\)](#)].
 - **Women-Owned Business Enterprise (WBE)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more women; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and if held in trust, it must be a woman or women as the owner, beneficiary, and trustee of the trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a woman or women owners.
 - **Disabled Veteran-Owned Business (DVB)*** – A firm that is at least 51% owned, controlled, and actively managed by one or more service-disabled veterans; is a sole proprietorship, corporation, LLC, or joint ventures; is organized in a for profit basis and currently performing a useful business function; and is not held in trust. If the business is a subsidiary or affiliate, the parent company must be at least 51% owned by a service-disabled veteran owner or service-disabled veteran owners. The headquarters must be located in Wisconsin. A disabled veteran is defined as having a Certificate of Release or Discharge from Active Duty (Form DD214); being a resident of Wisconsin; having

a Disability Rating of at least 0% with the Department of Veteran's Affairs or an Armed Services Branch [*Wis. Stat. § 16.283(1)(b)* and *Wis. Admin. Code § 82.22*].

- **Labor Surplus Area Firm** – A business that operates in a “labor surplus area” as designated by the U.S. Department of Labor (USDOL). USDOL publishes a list of LSAs on a fiscal year basis on the *USDOL Labor Surplus Area website* [<https://www.dol.gov/agencies/eta/lsa>].

*A directory of MBE, WBE and DVB firms may be accessed on the *Wisconsin Supplier Diversity Program website* [<https://supplierdiversity.wi.gov/Pages/Home.aspx>].

10. **Drug-Free Workplace:** The Government-wide Requirements for Drug-Free Workplace, 31 CFR Part 20 is hereby incorporated by reference.
11. **Environmental Laws:** Generally applicable federal environmental laws and regulations, as summarized in DOA – DEHCR's *FFP Environmental Report Template*.
12. **Solid Waste Disposal Act:** Pursuant to 2 CFR Part 200.323, the contractor represents and warrants that in its performance under the Agreement, contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
13. **Clean Air Act:** If the contractor's prime contract or subcontract for the FFP project is in excess of \$150,000, the contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the FFP Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **Protections for Whistleblowers:**
 - (a) In accordance with 41 U.S.C. § 4712, contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - (b) The list of persons and entities referenced in the paragraph above includes the following:
 - 1) A member of Congress or a representative of a committee of Congress;
 - 2) An Inspector General;
 - 3) The Government Accountability Office;
 - 4) A Treasury employee responsible for contract or grant oversight or management;
 - 5) An authorized official of the Department of Justice or other law enforcement agency;
 - 6) A court or grand jury; or
 - 7) A management official or other employee of Grantee or DOA – DEHCR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - (c) Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
15. **Encouraging Seat Belt Use:** To promote increasing seat belt use in the United States and pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. **Reducing Text Messaging While Driving:** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.
 17. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** The FFP funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR Part 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 18. **Publications:** Any publications produced with funds from this contract award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number CFDA # 21.029, awarded to [name of FFP project grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."
 19. **Assurances with Compliance with Civil Rights Requirements:** The following equal opportunity and Civil Rights compliance laws for which the associated requirements apply to FFP project contracts:
 1. Executive Order 11246 as amended by EO 11375
 2. Executive Order 12250
 3. Executive Order 13160
 4. Executive Order 13166
 5. Title VI of the Civil Rights Act of 1964
 6. Title IX of the Education Amendments of 1972
 7. Section 504 of the Rehabilitation Act of 1973
 8. Age Discrimination Act of 1975
- (a) As a condition of receipt of federal funding under this contract, the contractor provides the following assurances with respect to the fulfillment of the contract:
- 1) **Title VI of the Civil Rights Act of 1964.** The contractor will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 2) **Executive Order 13166 - Access to Services for Persons with Limited English Proficiency.** The contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" [<https://www.justice.gov/crt/executive-order-13166>], seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). The contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the contractor's programs, services, and activities.
 - 3) **LEP Persons Consideration.** The contractor agrees to consider the need for language services for LEP persons when the contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
 - 4) **Civil Rights Act Contract Clause.** The contractor acknowledges and agrees that it must require any subcontractors, successors, transferees, and assignees to comply with assurances (1)-(3). above, and

agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between contractor and its subcontractors, successors, transferees, and assignees:

Civil Rights Act Subcontract Clause:

The subcontractor, successor, transferee, and assignee 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 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). 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 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- (b) The contractor shall cooperate with the owner of this contract, the FFP grantee, and the State of Wisconsin FFP in any enforcement or compliance review activities by the U.S. Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

20. **Equal Opportunity Contract Clause:**

Compliance with **state and federal** equal opportunity and nondiscriminatory practices in contracting and employment, per **Wisconsin Statute 16.765**, the **Civil Rights Act of 1964**, and **EO 11246**, as amended, is required.

41 CFR Part 60-1.4(b) Equal Opportunity Clause. [EO 11246, as amended by EO 11375]

Federally assisted construction contracts.

- (a) **Law and Provisions.** Except as otherwise provided under 41 CFR Part 60, if the contractor has been awarded a construction contract for the federally assisted FFP project, then the contractor shall comply with, and include in all construction subcontracts for the FFP project, the equal opportunity clause provided under 41 CFR Part 60-1.4(b), as listed on the pages that follow. This is required in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (b) **Contract Language.** Except as otherwise provided, the FFP grantee, grant subrecipient, each prime contractor and each subcontractor is required to agree to the terms and include the following language as a condition of any contract for the FFP project:

The contractor signing this contract hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at **41 CFR Chapter 60**, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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. The 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.

- (2) The 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.
- (3) The 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.
- (4) The 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.
- (5) The 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.
- (6) The 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.
- (7) In the event of the 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.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The contractor 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 contractor 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.

The contractor 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.

The contractor 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 contractor 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 contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

- (c) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) **Inclusion of the equal opportunity clause by reference.** *[This is not a provision allowable for or applicable to FFP project construction contractors and subcontractors.]*
- (e) **Incorporation by operation of the order.** By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (f) **Adaptation of language.** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

Wis. Stat. 16.765 Nondiscriminatory Contracting

Except as otherwise provided under [Wis. Stat. § 16.765](#), if the contractor has been awarded a construction contract exceeding \$10,000 for the publicly funded FFP project, then the contractor shall comply with, and include in all construction subcontracts that exceed \$10,000 for the FFP project, the equal opportunity clause provided in this section.

- (1) Grantees, subrecipients, contractors and subcontractors shall include in all contracts executed by them a provision obligating the contractor 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 [§ 51.01 \(5\)](#), sexual orientation as defined in [§ 111.32 \(13m\)](#), or national origin and, except with respect to sexual orientation, obligating the contractor to take affirmative action to ensure equal employment opportunities.
- (2) Grantees, subrecipients, contractors and subcontractors shall include the following provision in every contract executed by them:

“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 [§ 51.01 \(5\)](#), sexual orientation or national origin. 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. Except with respect to sexual orientation, 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 nondiscrimination clause”. Pursuant to 2019 Wisconsin Executive Order 1, the contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract or subcontract because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- (3) Subsections (1) and (2) of [§ 16.765](#) shall not apply to contracts to meet special requirements or emergencies, if approved by the Department.
- (4) Grantees, subrecipients, contractors and subcontractors shall take appropriate action to revise the standard contract forms under this section.

- (5) Compliance monitoring and the response to complaints will be conducted in accordance with [Wis. Stat. § 16.765](#).
- (6) The contractor shall under this contract, if it exceeds \$50,000, submit an Affirmative Action Plan or a Request for Exemption from Submitting an Affirmative Action Plan and a Contractor's Subcontractor List to the Department of Administration (DOA) Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 or via email at DOADEOSBOPPrograms@wisconsin.gov within fifteen (15) working days after the execution of their contract. Failure to comply with the conditions of this requirement may result in the declaration of contractor ineligibility, the termination of the contract, and/or the withholding of funds.

21. Labor – Mechanics & Laborers (i.e., Construction Workers):

- (a) **Contract Work Hours and Safety Standards Act (CWHSSA).** Where applicable, all contracts awarded for this project financed in whole or in part with the grant award in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act (CWHSSA), each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Liquidated damages, if applicable, for violations are to be computed based on the guidance on the [U.S. Department of Labor \(USDOL\) CWHSSA website](#). The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - i. If such certification is not provided, a contractor must provide a project employment and local impact report detailing:
 - The number of contractors and sub-contractors working on the Project;
 - The number of employees on the Project hired directly and hired through a third party;
 - The wages and benefits of workers on the Project by classification; and
 - Whether those wages are at rates less than those prevailing (As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed).
- (b) **Davis-Bacon Act (DBA) Exemption (Conditional).** Contractors and subcontractors are not subject to Davis-Bacon Act compliance requirements for the FFP project (per an exemption allowed by Treasury for projects funded by the Capital Project Fund) unless DBA requirements are triggered by another funding source for the FFP project. If triggered by another funding source, the DBA requires contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, to pay their laborers and mechanics employed under the contract no less than the prevailing wages and fringe benefits for corresponding work on similar projects in the area, as established by the federal wage rates published on [SAM.gov](#).
- (c) **Copeland "Anti-Kickback" Act (40 U.S.C. 3145) Exemption (Conditional).** FFP projects are not subject to Copeland "Anti-Kickback" Act compliance requirements unless the project is subject to the Davis-Bacon Act and Federal wages, if triggered by another funding source to the FFP project. The Copeland Act, as supplemented by the U.S. Department of Labor (USDOL) regulations ([29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States](#)), is only applicable to construction projects subject to the Federal wage standards (i.e., Davis-Bacon Act wage requirements). If DBA is triggered by another funding source for the FFP project, the Copeland Act is applicable. The Copeland Act provides that each contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The payroll reporting, monitoring, and recordkeeping specifications of [29 CFR Part 3](#) would apply.
- (d) **Fair Labor Practices - Fair Wages, Payroll Reporting, & Monitoring Requirements.** Competitive wages and payroll documentation are required for construction laborer and mechanic job classifications. The contractor

agrees to ensure workers in a laborer or mechanic job classification are paid wages and benefits in accordance with the applicable provisions summarized as follows:

- 1) If the Davis-Bacon Acts (DBA) is deemed to apply to this contract for the FFP project as required by another funding source other than the Flexible Facilities Program funds (which are *not* subject to DBRA compliance), then the contractor agrees to comply with all requirements of the DBA, Copeland Anti-Kickback, CWHSSA, and related laws for labor and wages.
- 2) If DBA is confirmed to *not* apply to this contract for the FFP project, the contractor agrees to comply with the requirement of having fair labor practices and fair wages in accordance with the following FFP labor standards:
 - If the laborer or mechanic is a member of a collective bargaining agreement, the laborer or mechanic shall be paid wages and benefits in accordance with the collective bargaining agreement.
 - If the laborer or mechanic is not a member of a collective bargaining agreement, the laborer or mechanic is entitled to wages and benefits in accordance with whichever is the higher of:
 - Their regular hourly wage and fringe benefits rate for other similar work they perform for the contractor;
 - An hourly wage rate (including cash wage plus fringe benefits rate) not less than a total wage and fringe hourly rate of **\$17.75 per hour**.
 - Apprentices shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation.
- 3) The contractor agrees to provide payroll documentation for its employees and payroll documentation for its subcontractors' employees working on the project to verify fair labor practices, including providing certified payroll records to the owner of this contract no later than **seven (7) days** after the conclusion of each payroll period for all pay periods in which their employees work on the FFP project. Records are to be submitted weekly or bi-weekly, depending on the contractor's regular payroll cycle.

In accordance with the CWHSSA recordkeeping requirements specified on the [USDOL CWHSSA guidance](#), the payroll documentation will include the following:

- Contractor/employer company name;
 - Payroll period dates;
 - Employee names – for each laborer or mechanic working on the FFP project for construction (i.e., new construction, renovation, rehabilitation, expansion, demolition, and related infrastructure and equipment installation at the FFP project site)
 - Each employee's unique identification (ID) number (the assigned employee ID number or last four digits of their social security number);
 - Each employee's address
 - Each employee's telephone number
 - Each employee's job classification for work performed
 - Number of hours each employee worked per day and total hours worked each week on the FFP project;
 - Hourly rate of pay, including the hourly wage rate for straight-time (ST) hours (hours worked that total 40 and less during the work week) and overtime (OT) hours (hours worked over 40 in the work week);
 - The total gross wages amount earned, and net wages amount paid to the employee after deductions;
 - Hourly fringe benefits rates, including the hourly rate cash equivalent of each fringe benefit;
 - Payroll deductions made for the pay period; and
 - Additional payroll supporting documentation related to wages, fringe benefits plans and rates, records of payments made to employees and fringe benefits plans, and deductions (types, employee authorizations, etc.) on file, which must be provided upon request to the grantee, subrecipient, DOA, the U.S. Department of Treasury, and/or other state and federal agencies.
- (e) **Labor Standards Records Retention.** Contractors must maintain these records during the course of the work and for a period of three (3) years after all the work on the prime contract is completed. They also must be made available to the contracting agency (including Department of Treasury and the State of Wisconsin, FFP grantee and subrecipient, if applicable) and the Department of Labor upon request. [Note: Grantees must retain all records for the FFP project, including the contracting and payroll and related records collected from contractors for seven (7) years in accordance with the FFP requirements.]

22. **Termination Clauses in Contracts:** All contracts made by the contractor and owner of this contract under a federal award, as applicable must contain the contract provisions required under 2 CFR Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, contractor must ensure that all subcontracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.
23. **Records and Inspection:** The contractor shall maintain records and financial documents sufficient to evidence compliance with the Treasury Capital Projects Fund Statute, the Uniform Guidance, this contract and the FFP. The grantee, subrecipient (if applicable), the State of Wisconsin, Treasury Office of Inspector General, the Government Accountability Office, Treasury, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of the contractor related to the FFP grant in order to conduct inspections, audits or other investigations. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents.
24. **General Compliance:** The contractor agrees to comply with the FFP, CPF Statute and the Guidance and all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and the contractor shall provide for such compliance in any agreements it enters into with other parties relating to the FFP project.
25. **False Statements:** The contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

EXHIBIT 2 (Complete and Include with Proposal)

**Village of Reeseville
Public Library – Outdoor Electronic LED Monument Sign**

This Proposal is submitted to: Village of Reeseville

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with VILLAGE and complete all Work as specified or indicated in the Request for Proposals within the Contract Time indicated in the Request for Proposals.

2. In submitting this Bid, BIDDER represents that:

a. BIDDER has thoroughly examined the Request for Proposals and the following addenda (receipt of all of which is hereby acknowledged),

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____

b. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over VILLAGE;

d. The Bidder hereby submits a lump sum bid to provide all labor, materials, equipment, and services necessary for the design, engineering, permitting, manufacturing, delivery, and installation of one (1) complete double-sided outdoor electronic LED monument sign for the library as listed in the Request for Proposals. The scope of work includes, but is not limited to, the outdoor electronic LED display, all required concrete foundation and mounting work, electrical service connections, stone or brick base, programming and integration of sign software, system startup and testing, operator training, and provision of a full warranty for the completed installation. All work shall be performed in accordance with the project specifications, applicable codes, and permitting requirements.

4. BIDDER will complete the Work for the following price(s):

ESTIMATED QUANTITY	ITEM & UNIT PRICE (In Words)	UNIT PRICE (Numbers)	ITEM TOTAL
-----------------------	---------------------------------	-------------------------	---------------

1.) 1 LS Outdoor Electronic LED Monument Sign

_____ \$ _____ \$ _____
Per Lump Sum

TOTAL LUMP SUM BASE BID _____
(Words)

_____ \$ _____

5.) BIDDER agrees that the Work will be substantially completed and ready for final payment by September 25, 2026.

6.) BIDDER accepts that liquidated damages of \$400.00/day will be imposed in the event of failure to complete the Work by September 25, 2026, which shall be stated in the Agreement.

7.) Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

Business Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

FEIN: _____

Email: _____

8.) The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 2026

If the Bidder is:

An Individual

By: _____ (SEAL)
 (Individual's Name)
doing business as _____

A Partnership

By: _____ (SEAL)
 (Firm Name)

 (General Partner)

A Corporation

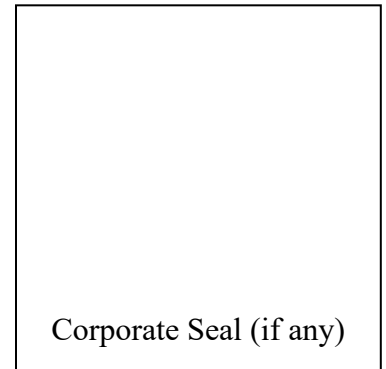
By: _____
 (Corporation Name)

 (State of Incorporation)

By: _____
 (Name of Person authorized to sign)

 (Title)

Attest: _____
 (Secretary)



Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public My Commission Expires _____

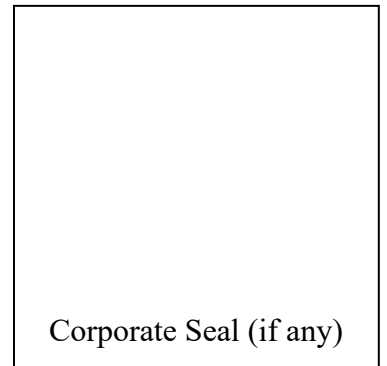
A Joint Venture

Joint Venture Name: _____

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name: _____

Title: _____



Joint Venture Name: _____

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name: _____

Title: _____

Phone Number and Address for receipt of official communications:

Corporate Seal (if any)

POTENTIAL CONFLICT OF INTEREST DISCLOSURE FORM

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Village of Reeseville Public Library - Outdoor Electronic LED Monument Sign

Do you have family or business ties to any of the people listed below?

YES ☐
NO ☐

If yes, please check the box next to the name of each individual for whom you have ties, and describe the relationship in the space provided at the end of this form

VILLAGE OF REESEVILLE ELECTED OFFICIALS:

- ☐ Jake Pacala, Village President
- ☐ Anna Volkova, Trustee
- ☐ Jim Bublitz, Trustee
- ☐ Sean Laylin, Trustee
- ☐ Jessica Becker, Trustee
- ☐ Cheryl Goodrich, Trustee
- ☐ Kevin Hanks, Trustee

VILLAGE OF REESEVILLE ADMINISTRATION, DEPARTMENT HEADS AND/OR LEGAL COUNSEL:

- ☐ Kay Kromm, Librarian
- ☐ Atty. Eric Larson, Village Attorney
- ☐ Ken Hanks, Director of Public Works
- ☐ Kasandra Miescher, Village Clerk-Treasurer

ENGINEERING AND CONSULTING FIRMS:

- ☐ Tammy Hampton, Grant Administrator, Kunkel Engineering Group
- ☐ Don Neitzel, General Manager, Kunkel Engineering Group
- ☐ Rob Froh, Building Inspector, Kunkel Engineering Group

DESCRIPTION OF RELATIONSHIP:

PUBLIC REVIEW OF DISCLOSURE NOTICE:

The name of any contractor with a potential conflict of interest will be disclosed at the Village of Reeseville Village Board meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 2 CFR 200.318(c).

NAME AND SIGNATURE OF PERSON COMPLETING THIS DISCLOSURE FORM:

First and Last Name: _____

Position Title: _____

Company/Organization Name: _____

Signature: _____

Signature Date: _____

EXHIBIT 4 (complete and include with proposal)

LOBBYING CERTIFICATION

1. GRANTEE/GOVERNMENT* NAME:	Village of Reeseville
2. DEHCR GRANT AGREEMENT NUMBER:	FFP 24-27
3. ENTITY TYPE:	<i>Check Applicable Box Below</i>
Local Government	☐
Contractor/Sub-Contractor	☒
Subrecipient	☐
Other (specify below)	☐

If "Other" is selected in the table above, specify the entity type in the space provided below:

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4. LOBBYING CERTIFICATION DETAILS:

The undersigned authorized representative certifies, to the best of their knowledge and belief:

- 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 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 with this certification form the [Standard Form-LLL, Disclosure Form to Report Lobbying](#), in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, 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.

5. AUTHORIZED REPRESENTATIVE CERTIFICATION

Certifier Information:	Certifier Response:
Company/Organization/Firm/Government Name: (i.e., entity represented by certifying representative)	
Authorized Representative Typed/Printed Name: (e.g., Owner/Chief Executive Officer or Chief Elected Official (CEO)/Executive Director, etc.)	
Authorized Representative Position Title:	
Authorized Representative Signature:	Add Signature Here
Signature Date:	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> :	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.