

**OUTAGAMIE COUNTY**  
**REQUEST FOR BID**  
**FOR**  
**UNITERUPTABLE POWER SUPPLY (UPS) REPLACEMENT**  
**AT THE**  
**SEYMOUR AND DEERVIEW RADIO TOWER LOCATIONS**  
**FOR THE**  
**MAINTENANCE DEPARTMENT**

**Due Date: April 28, 2026 – 1:00 pm**

**Non-Mandatory Site Visit: April 14<sup>th</sup> at 8:30am (reference Section 3.0 for details)**

## 1.0 **Scope of Work**

Outagamie County is seeking bids from qualified contractors to replace uninterruptable power supplies (UPS) units and bypass switches for the Outagamie County Deerview and Seymour radio towers. The Deerview tower and associated UPS is located at W7221 Deerview Rd Black Creek, WI and the Seymour tower and associated UPS unit is located at 447 Municipal Dr. Seymour, WI. See attachment labeled "Existing UPS Units" dated 3/11/2026 (2 pages) for photos and information regarding the existing UPS units and switches. Contractor shall provide and install new Eaton brand UPS units and switches at both tower locations per the following scope of work:

### **Scope of Service**

- Provide and install two new UPS units meeting the following specifications; Eaton 9 PXM Series 20 KVA, Scalable single phase online rack/tower UPS, Preconfigured system, 20k VA/18kw 120/208/240V 50/60HZ consisting of one 12 slot cabinet, five 4kva/3.6 kw power modules, fourteen battery modules (7 string) and one Network-M2 web/SNMP card. One of the units shall be installed at the Deerview tower and one unit at the Seymour tower.
- Provide and install two Eaton wall mounted bypass switches, one for each UPS unit. Bypass switches shall be Eaton BPM125HW wall mounted bypass switches and shall be mounted in the location of the old Liebert bypass switches.
- Provide and install Eaton Management Card Contact RS232 / Serial Relay card and ancillary connector on each UPS unit. Connect external alarm connections that were removed from the old UPS units to the new UPS units. Verify new UPS units send alarms to the County alarm system through the relay cards.
- Contractor shall perform all electrical work including disconnecting the old units and re-wiring in new switches and UPS units including power connections and moving any alarm monitoring wiring from the old UPS units to the new units. Contractor shall also be responsible for extending wiring and conduits as needed to accommodate new switches and UPS units.
- The tower UPS units provide power to critical Sheriff's communication equipment. The contractor shall assure all parts are onsite prior to starting work and must plan work in a manner that minimizes down time as much as possible. The new UPS units must be in operation on the same day the old units are taken out of service.
- Contractor shall perform start up and test all units for proper functionality directly after the change out so the units can be put into service the same day.
- Outagamie County shall have first rights to any of the old equipment such as the interface, power modules and batteries which could be used as backup parts for other county UPS units. Contractor shall be responsible for removing and site clearing all other old UPS and Switch components relating to the change out.
- All delivery and removal charges shall be included in the bid price. Towers are located at remote sites that are unmanned and do not have delivery docks. There is also minimal storage space within the tower buildings so equipment should be delivered near the install date.

- Contractor shall provide the County with a minimum of a 3 weeks' notice before replacing the equipment so the County can plan for the work.
- Contractors work shall follow all local jurisdictional codes. Contractor is also reasonable for any required permits including the cost of any permits.
- All UPS units and ancillary parts must be in new factory sealed condition. No open box, refurbished or used equipment will be accepted. Substitute or alternate brands or models of equipment will not be considered or accepted.
- Provide one-year parts and labor warranty on all equipment.

Contractors shall price each tower separately and each tower will be separately.

## 2.0 **Completion and Liquidated Damages**

A PO will be issued no later than end of day May 6, 2026. Final completion shall be no later than 3:00 pm CT on October 10, 2026. Failure for the contractor to achieve final completion by that time will result in a \$100.00 per calendar day in liquidated damages, past October 23, 2026.

## 3.0 **Site Visit**

There will be one non-mandatory site visit at 8:30 am CT April 14, 2026. Any interested contractors must RSVP to the site visit no later than 2:00 pm CT April 13<sup>th</sup> by emailing [Nicole.Schultz@outagamie.org](mailto:Nicole.Schultz@outagamie.org)

Upon registering for the site visit, details will be provided such as what tower location the site visit will begin at. If no contractors RSVP to the site visit, it will be canceled.

## 4.0 **Insurance**

The awarded bidder must comply with the requirements set forth in Attachment A. Complete and return Attachment A with your bid, however the Certificate of Insurance is only required form the awarded bidder.

## 5.0 **References**

References are required only by contractors that have not been directly hired by Outagamie County for similar work in the past three years. Provide three references for similar projects your company has completed in the past five years. Include company name, location, contact name, phone number and email and project description. For contractors that do not need to submit references, complete the recent project question on the bid form.

## 6.0 **Contact Information**

### **Site Information**

Paul Farrell

Facilities Director

(920) 832-1855

[Paul.Farrell@outagamie.org](mailto:Paul.Farrell@outagamie.org)

## **Purchasing & Contract Information**

Nicole Schoultz

Procurement Coordinator

(920) 832-6083

[Nicole.Schoultz@outagamie.org](mailto:Nicole.Schoultz@outagamie.org)

### **7.0 Project Terms**

Any deviation from said specifications must be approved in writing by a representative, as referenced in Section 6.0, of Outagamie County.

#### **Owner's Right to Stop Work**

If the contractor fails to correct Work which is not in accordance with the requirements of this RFB or fails to carry out Work in accordance with RFB, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

#### **Owner's Right to Carry Out Work**

If the Contractor defaults or fails or neglects to carry out the Work in accordance with the RFB, or fails to perform a provision of the RFB, the County, after 10 days' written notice to the Contractor and without prejudice to any other remedy the County may have, may make good such deficiencies and may deduct the reasonable cost thereof. Including County's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

#### **Labor and Materials**

Unless otherwise provided in the RFB, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor shall deliver, handle, store and install materials in accordance with manufacturer's instructions.

#### **Assignment**

Neither party shall assign the project without written consent of the other.

#### **Governing Law**

The Work shall be governed by the laws of the State of Wisconsin. Any lawsuits arising out of disputes under this award shall be considered and tried in Outagamie County, Wisconsin.

## Termination by the County

The County may terminate the project if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the contractor and the Subcontractors;
3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of substantial breach of a provision of this agreement.

### 8.0 **Clarification and/or Revisions to the Specifications and Requirements**

Bidder must examine the documents carefully and before submitting a Bid, may request from the County's contact person(s) additional information or clarification. A Bidder's failure to request additional information or clarification shall preclude the Bidder from subsequently claiming any ambiguity, inconsistency, or error.

The County is relying on the bidder to provide its professional (experience and expertise with regard to industry standards for the project being bid). If bidder believes specifications are not within industry standards, bidder must bring its objection or concern to the County's attention.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in a written addendum prior to the Bid due date. Bidders should rely only on the representations, statements or explanations that are contained in this document and any written addendum to this document. Where there appears to be a conflict between the document and any addendum issued, the last addendum issued will prevail.

It is the Bidder's responsibility to assure receipt of all addenda. All documents will be posted online at [www.outagamie.org](http://www.outagamie.org) then Bids / Proposals. Upon posting, such addenda shall become part of the document and binding on Bidder(s).

Any questions that come up and require additional information will be posted online at [www.outagamie.org](http://www.outagamie.org) then Bids / Proposals.

### 9.0 **County Reservation**

- a. This bid request does not commit Outagamie County to make an award or to pay any costs incurred in the preparation of a proposal in response to this bid.
- b. The bid will become part of Outagamie County's files without any obligation on Outagamie County's part.
- c. The bidder shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Outagamie County for any purpose.
- d. The vendor shall report to Outagamie County any manufacturer product price reductions, model changes, and product substitutions. No substitutions are allowed without prior approval from Outagamie County.
- e. Outagamie County has the sole discretion and reserves the right to cancel this bid and to reject any and all bids received prior to award, to waive any or all informalities and or irregularities, or to re-advertise with either an identical or revised specification.
- f. Outagamie County reserves the right to request clarifications for any bid.

#### 10.0 **Closing Date**

Outagamie County will receive sealed bids up to 1:00 p.m. CT April 28, 2026. Late bids will not be accepted.

Send bids using a commercial carrier or USPS to –

Outagamie County Purchasing

Attn: Nicole Schoultz

320 S Walnut St

Appleton, WI 54911

Hand delivery of bids:

Bids that are hand delivered must be deposited in the secure bid deposit box. This secure box is located inside the Door #1 entrance of the County Government Center located at 320 S Walnut St in Appleton. Box is located on the far or east side of the Door #1 entry vestibule. The secure bid deposit box is accessible Monday – Friday (excluding County observed holidays) from 7:30am – 5:00pm. Since this secure box is under 24x7 video surveillance, no bid receipt will be given.

The sealed envelope containing your bidder shall show the name of the bidder and must be clearly marked "**Bid – UPS**". Any bid or unsolicited amendments to a bid received after the closing date and time will not be considered.

Bids will be publically read at 1:00 pm on April 28<sup>th</sup> inside the Door #1 entrance of the County Government Center.

#### 11.0 **Method of Procurement**

The method for this procurement is competitive sealed bid, pursuant to §66.0901 and Chapter 22 and 50 of the Outagamie County Code of Ordinances.

#### 12.0 **Taxes**

Effective January 1, 2016 all materials used on this project is tax-exempt under Wisconsin State Statute 77.54(9m).

**OUTAGAMIE COUNTY BID FORM**  
**UPS Replacement**

**Bid Dues:** April 28, 2026 - 1:00 p.m. CT

**Deliver Bids To:** Outagamie County Government Center  
Attn: Nicole Schoultz - Purchasing  
320 S Walnut St  
Appleton, WI 54911  
*If hand delivering, see note in Section 10.0*

<p>Deerview Tower Lump Sum Project Cost \$ _____</p> <p>Seymour Tower Lump Sum Project Cost \$ _____</p>
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If you have been hired directly by the county (not as a sub) for a similar project in the past three years, reference the project below. If not, include references as requested in Section 5.0.

Project \_\_\_\_\_

Acknowledgement of Addendum(s)

Addendum \_\_\_\_\_ Date Issued \_\_\_\_\_

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title/Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_