



Conservation, Planning and Zoning Department

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Marathon County Request for Proposal PLSS Corner Perpetuation and Maintenance Due By: August 31, 2015 by 4:00 p.m.

1) Introduction and Background

Marathon County, Wisconsin is seeking proposals for contracted services of a Professional Land Surveyor registered in the State of Wisconsin to establish and maintain PLSS section and quarter section corners as part of the county wide maintenance program. A total of Sixty Four (64) corners have been selected for this RFP. Sixty Three (63) corners selected for this project have tie sheets available in the County Surveyor records. One (1) of the selected corners has no tie sheet on record. Forty Eight (48) of the selected corners are located in Roads or Rights of Way. Marathon County is seeking a lump sum bid for the scope of services detailed in this Request for Proposal. All proposers are responsible for researching authoritative information that is necessary to respond to this request for proposal.

2) Scope of Services

The contractor shall be required to perform the following duties:

- a) The contractor shall follow procedures for determining corner locations as laid out by the United States and the State of Wisconsin, and all other rules and regulations pertaining to the re-tracement of original government surveys.
- b) All fieldwork shall be based upon the assembly of all authoritative information from Marathon County records such as title documents, private and public survey records, existing monumentation, testimonial evidence and occupation evidence that may be useful in determining the actual location of the PLSS corners.
- c) This contract for PLSS corner maintenance and perpetuation of section corner and quarter corner locations are identified as part of the county wide maintenance program. Each corner listed in Attachment "A" shall have a monument and four ties. Existing corner monuments that are accepted may be left in place if the existing monument is durable and metal. Stone monuments found and accepted must have a metal monument placed beside or over the top of the stone if practical. All witness ties must be set flush with the ground. Existing ties may be left in place if they are situated in a safe location and in good condition. Existing ties that are accepted should be adjusted to be flush with the ground.
- d) Witness sign posts shall be placed at all ties in rural areas. Witness sign posts are not required in urban areas. Witness sign posts should not be set in rural areas that have a dense residential population. All witness posts must be full sized and in good condition, bent, broke, rusted or faded witness sign posts must be replaced. Existing substandard witness posts will not be accepted.
- e) The County will furnish all corner monuments such as Berntsen steel survey nails, Berntsen driveable monuments, rebar for witness ties and witness sign posts.
- f) The contractor shall furnish all services, labor, transportation, lodging, per diem and other related expenses necessary to conduct and complete the work, and shall furnish all materials, equipment, vehicles and incidentals other than those which are provided by the County. The contractor shall be an independent contractor, not an employee or agent of the County.

- g) If machine excavation is required for corner evidence within any public roadway, the contractor shall contact the County Surveyor's office and make arrangements for materials and equipment to restore the roadway to its original condition. The cost of excavation equipment is the responsibility of the contractor.
- h) The contractor is responsible to fill any hand excavations back with the same material that was removed.
- i) The contractor shall be solely liable for any damage done to private land or property during the course of this project.
- j) If, in the process of working on this project, the contractor finds an existing monument that appears to be in the wrong location, the Marathon County Surveyors Office shall be contacted. The Marathon County Surveyor will work with the contractor to correct the error.
- k) The contractor shall provide GPS coordinates of each corner perpetuated or maintained in a digital table format, in a digital point file, and a hard copy in Wisconsin County Coordinates, Marathon County Zone, Feet, NAD 83/1991. The Marathon County Point Identification Number and the type of monument are required in the note or code of the point.
- l) The contractor shall provide a new U.S. Public Land Survey Monument Record on 8.5" x 11" durable paper and shall follow the guidelines provided in A-E 7.08 (3) (a) (b) (c) (d) (e) (f) (g) (h) and (i) for every corner maintained or perpetuated in this project. The corner record will show the Marathon County Identification Number. The corner monument as it relates to the witness monuments and features that might aid in the corner recovery are required to be shown on the sketch portion of the tie sheet. The Basis for Monument Location portion of the tie sheet shall track the corner history far enough to ensure the authenticity of the corner location.
- m) The contractor shall provide digital photographs of each PLSS corner. One photograph shall show a close up of the final monument. Other photographs shall show the corner monument in relation to the general area. If the monument is not visible a reference object shall be placed on or over the monument. The object of the photograph is to be able to see the vegetation and terrain at the corner location. The photographs will be provided digitally to the County. Each photograph will be named according to the Marathon County Corner Point Identification Number. If multiple photographs are needed for a corner, the file name will be followed with an underscore and letter ID. (#86_A)
- n) All services will be performed according to surveying practices consistent with the highest professional and technical standards, and all applicable Federal and State laws, rules, and regulations. All work **must** be performed under the direct supervision of a Wisconsin Professional Land Surveyor.
- o) The maximum allowable Relative Positional Precision based on the direct distance between the two corners being tested shall be 2 cm (0.07 feet) plus 50 parts per million as defined in the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys (Effective February 23, 2011). It is recognized that in certain circumstances, the relief, vegetation or improvements on the surveyed property will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded. The contractor must make a reasonable attempt to use a systematic approach to determine certainty of the results (i.e., redundancy, etc.) If the maximum allowable Relative Positional Precision is exceeded, the surveyor shall note the reason in a surveyor's report.
- p) The County Surveyor may modify or waive product specifications when in his professional judgment, compliance therewith creates practical difficulty.
- q) The County Surveyor will provide a DVD containing all Tie Sheets, Section Summaries, and Plats of Survey to the contractor that is awarded the project.
- r) The contractor shall complete the scope of services and supply the deliverables to the County Surveyor's office no later than 12:00 p.m. on December 15, 2015.
- s) Locations of work to be completed are included in Attachment A.

3) RFP Questions

All questions pertaining to this RFP must be submitted in writing or emailed to the contacts listed below. All RFP question responses will be posted to the Marathon County Surveyor webpage on the date indicated in the Project Timeline table or emailed upon request.

4) Contacts

All requests for further information should be directed as follows:

Christopher Fieri, Marathon County Surveyor
715-261-6025 christopher.fieri@co.marathon.wi.us

Gary Hetzer, GIS Coordinator/LIO
Marathon County Planning & Zoning Office
715-261-6041 gary.hetzer@co.marathon.wi.us

5) Project Timeline

The following table identifies the relative timelines for the project schedule:

<i>Event Description</i>	<i>Schedule Date</i>
Release Request for Proposal	August 12, 2015
Questions or Clarifications Due to County in writing	August 24, 2015
RFP Addenda/Responses To Proposal Questions	August 27 , 2015
Proposals due to Marathon County by 4:00 PM	August 31, 2015
Open Proposals by GPS RFP Team	September 1, 2015
Proposal Evaluation and Approval	September 4, 2015
Contract Finalized	September 10, 2015
Final Acceptance of Deliverables	December 15, 2015

6) Selection Criteria

Marathon County will use the following criteria to evaluate the RFP proposals. This is not a comprehensive list, nor does the arrangement imply order of importance:

Compliance with RFP Instructions: The proposal will be evaluated for compliance with the instructions set forth in the RFP. Non-compliance may be grounds for disqualification.

Technical Expertise: The proposal will be evaluated on the Respondent's demonstrated technical ability. Specific expertise in the areas of GPS and data compilation will be evaluated. Compliance with the requirements set forth in the RFP, expertise in surveying practices and PLSS Section Corner development will also be evaluated.

Quality Control: The proposal will be evaluated on the basis of apparent effectiveness of the Respondent's quality control procedures.

Staff Qualifications: The proposal will be evaluated on the basis of the Respondent's demonstrated staff qualifications.

Similar Project Experience: The proposal will be evaluated on the basis of similar project experience. Technical nature, complexity, size and time frame will be considered.

Delivery Schedule: The proposal will be evaluated on the basis of the Respondent's apparent ability to deliver the proposed products and services to Marathon County in a timely manner. The Respondent's production capacity will also be evaluated.

Costs: The proposal will be evaluated on the basis of costs relative to the most responsive, responsible proposal.

7) Selection Process

The RFP Review Team will use standardized evaluation criteria to score the RFP responses. Once each team member's scores have been completed, a cumulative score will be compiled. A group of highest scoring Respondents may be short listed for further evaluation including reference check and possible interview(s) that will lead to the final selection.

8) County Reservation

Marathon County openly solicits the best possible value on all of our "Requests for Proposal". Marathon County reserves the right to accept or reject any or all proposals in whole or in part, and to negotiate the terms of a proposal with a proposer as deemed in the best interest of the County.

- a. This proposal request does not commit Marathon County to make an award or to pay costs incurred in the preparation of a proposal in response to this request.
- b. The proposals will become part of Marathon County's files without any obligation on Marathon County's part.
- c. The vendor shall not offer any gratuities, favors, or anything of monetary value to any official or employees of Marathon County for any purpose.
- d. Marathon County has the sole discretion and reserves the right to cancel this proposal and to reject any and all proposals received prior to award, to waive any or all informalities and/or irregularities, or to re-advertise with either an identical or revised specification.
- e. Marathon County reserves the right to request clarifications of any proposal.
- f. Marathon County reserves the right to amend the project scope and/or the number of Section Corners to be captured dependent upon costs.

9) Closing Date

The County of Marathon, Wisconsin will receive sealed proposals up to 4:00 p.m., August 31, 2015. Proposals must be hand delivered or mailed to the Marathon County Conservation, Planning & Zoning Office. If mailed to the office the proposal **must** be in the office by 4:00 p.m., August 31, 2015. Facsimile or E-mail of proposals are **not acceptable** means of delivery.

Location of Office:

Marathon County Conservation, Planning & Zoning Office
210 River Dr
Wausau WI, 54403

Mailing Address:

Marathon County Conservation, Planning & Zoning Office
210 River Dr
Wausau, WI 54403

10) Contract Term

The project completion date is 12:00 p.m. December 15, 2013.

11) Incurring Costs

Marathon County is not liable for any costs incurred by proposers in replying to this request for proposal.

12) Proposal Requirements

Proposals must have the following information to be considered. Incomplete or failure to respond to each area below may be the basis for rejecting the proposal.

- a. **Organizational Capabilities and Technical Requirements**
Describe your experience and capabilities in providing similar services to those required in the Scope of Services. Be specific and identify projects, dates, and results.
- b. **Staff Qualifications**
Resumes of the staff from your company/organization that would perform the services listed in the scope of services.
- c. **References**
Any references of past PLSS corner perpetuation and maintenance experience/projects.

13) Cost Proposal Portion

Marathon County is seeking a lump sum bid for the scope of services detailed in this request for proposal.

14) Proposal Selection and Awards Process

The proposals will be reviewed, evaluated, weighted, and scored by Marathon County. If minimum acceptable requirements are not met, the proposal will be rejected. In the event that all contractors do not meet one or more of the mandatory requirements, Marathon County reserves the right to continue the evaluation of the proposals and to select one that most closely meets the requirements of this RFP.

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected contractor prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

MARATHON COUNTY PROCUREMENT POLICY

All aspects of this Request for Proposals will be in accordance with the Marathon County Procurement Policy, Sections 3.01 through 3.16 of the General Code of the County of Marathon. A copy of the Procurement policy is available at the office of the Marathon County Clerk, Marathon County Courthouse, 500 Forest Street, Wausau, Wisconsin 54403. The following are excerpts from the Marathon County Procurement Policy:

PUBLIC ANNOUNCEMENT AND SELECTION PROCESS

It is the policy of Marathon County to publicly announce all requirements for construction and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications and past performance with existing contracts as determined in prequalifying procedures. In the procurement of construction and land surveying services, Marathon County shall request firms to submit a statement of qualifications and performance data. All information submitted in response to the Request for Proposals shall constitute a Public Record upon award of this contract.

TERMINATION OF CONTRACT

The County may, for its convenience, terminate this contract at any time by a notice in writing from the County to Contractor by certified mail. If the Contract is terminated by the County as provided herein, Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Contractor covered by this Contract, unless payments of compensation have previously been made.

CHANGE ORDERS

The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent the County from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by Contractor hereunder, nor to cancel any of the services not performed at the time notice is given to Contractor of the cancellation of such services or portion of the work to be performed hereunder.

GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

NON-APPROPRIATION OF FUNDS

Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the County to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to Contractor.

HOLD HARMLESS

Contractor hereby agrees to release, indemnify, defend, and hold harmless Marathon County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. Marathon County does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

In connection with the performance of work under this contract, Contractor agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. Contractor is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. Contractor is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. Contractor shall provide a similar notice to all its subcontractors.

INSURANCE REQUIREMENTS

Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County, nor shall Contractor allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

- (a) **Worker's Compensation Insurance.** Contractor shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, Contractor shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor.
- (b) **General Liability, Professional Liability and Property Damage Insurance.** Contractor shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Contractor, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
 - Comprehensive General Liability \$1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.
 - Professional Liability Coverage, \$1,000,000 per occurrence and in aggregate.
 - Automobile Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.

- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.
- If aircraft are used in conjunction with this project, \$2,000,000 per occurrence and in aggregate for bodily injury and property damage.

PROOF OF INSURANCE

Contractor shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Contractor meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Owner, with a copy of the Certificate of Insurance to be delivered to the Risk Management Division for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

DISPUTE RESOLUTION

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

NON-DEBARMENT CLAUSE

Contractor hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Contractor further agrees and certifies that this clause shall be included in any subcontract of this contract.

STATEMENT OF COMPLIANCE

Vendor has carefully reviewed Marathon County's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with Marathon County's contract language are superseded by Marathon County's required contract language.

NOTICE REGARDING WISCONSIN PUBLIC RECORDS LAW

Notice Regarding Wisconsin Public Records Law: Contractor understands and agrees that Marathon County is a political subdivision of the State of Wisconsin. As such, Marathon County is subject to the Wisconsin "Public Records Law." Contractor agrees to clearly identify any confidential or proprietary information it does not wish disclosed by Marathon County pursuant to public records requests at all times during the course of this Agreement, or thereafter. In the event Marathon County becomes involved in litigation due to a refusal to release information identified as confidential or proprietary by Contractor, Contractor agrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.

INDEPENDENT Contractor STATUS

The relationship of the Contractor to Marathon County shall be that of an independent contractor and the Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Marathon County are eligible to receive. Nothing in this agreement shall be construed so as to deem the Contractor, its employees or agents; 1) as employees of Marathon County; 2) as carrying out the functions of Marathon County; or 3) as effectively acting as or in place of Marathon County. The Contractor has no authority to incur any obligation for or on behalf of Marathon County. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the Contractor.

ATTACHMENT "A"

Corner Pts

Point Type

- Estimate No Tie Sheet
- Estimate with Tie Sheet
- GPS Unknown
- ▲ GPS No Tie Sheet
- GPS Unknown With Tie Sheet
- GPS With Tie Sheet
- Corners_to_be_Captured

▭ Municipal Boundary

▭ Emmet Parcels

▭ Water Features

