



MARATHON COUNTY REQUEST FOR PROPOSALS

Raze Buildings at 529 McClellan Street Wausau WI, 54403

PROPOSALS MUST BE RECEIVED NO LATER THAN 2:00 P.M. February 25, 2020

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ATTACHMENTS

- A. Proposal Response Summary Page
- B. Deviation Form

SELECTION PROCESS TIMELINE	
RFP Packet issue date	February 10, 2020
Mandatory pre-proposal walk-through meeting on- site	February 13th at 1:00 p.m.
Receive Questions from Prospective Vendors until:	February 20, 2020 by 4:30 p.m.
Cut-off for issue of addenda/response to questions	February 21, 2020 by 1:00 p.m.
Deadline for submission of RFP	February 25, 2020 at 2:00 p.m.
Anticipated Award Date	Week of March 1, 2020

SECTION 1 – OVERVIEW

A. Statement of Purpose

The purpose of this request for proposals is to enter into a contract with a qualified firm to provide labor, material and equipment required to raze the buildings located at 529 McClellan Street Wausau, WI 54403. It is anticipated that this RFP will result in a single contract being awarded to the contractor that can best meet all the specified requirements of this Request for Proposal.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

B. Background Information

The project site is located at 529 McClellan Street, Wausau Wisconsin 54403. Northcentral Healthcare has taken possession of the property and it has been decided to clear the buildings off of the lot. It is the County's intent to have this work completed in as timely of manner as possible.

Marathon County invites qualified companies (herein after referred to as "Offeror") to submit proposals for razing the buildings at 529 McClellan Street in response to this solicitation. This project has a fixed budget and all proposed pricing shall remain in effect for the duration of the contract. Offeror is to provide labor, materials and equipment necessary to meet the requirements of this RFP.

The Marathon County Department of Facilities and Capital Management is the issuing office for this Request for Proposals and all subsequent addenda relating to it. The RFP title is "Raze Buildings at 529 McClellan Street" This RFP title must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SECTION 2 – SCOPE OF WORK

A. Scope Summary

Provide all materials, labor, expertise, all equipment, and required insurance to raze the buildings at 529 McClellan Street Wausau, WI 54403

B. Detailed Scope of Work:

1. Raze and remove all debris of the entire buildings (garage and house) including the basement walls and floor.
2. Remove any sidewalks, aprons, etc. on lot other than the city sidewalks.
3. Remove any trees, shrubs and stumps on the lot.
4. Remove all junk and debris in and around the buildings.
5. Work in conjunction with the abatement contractor Marathon County has hired.
6. Removal of sewer and water laterals and their capping at the curb.
7. Infill the site where the foundations are removed with clean fill and place 4" of topsoil, seed and mulch. Place infill material in 12" lifts and compact.
8. Install fencing and required safety barriers around the site while the work is being done.
9. Include all trucking and disposal fees for work.

C. Other Scope Requirements

1. Any and all permits as required by authorities having jurisdiction, whether local, state, county, and/or federal, are the complete responsibility of the Contractor and must be obtained prior to commencement of the work. Any and all expense/cost related to obtaining required permits is the sole responsibility of the Contractor.

SECTION 3 – PROJECT REQUIREMENTS

A. General Requirements

1. Contractor is to responsible to supply all labor, materials and equipment to complete the requirements of this RFP
2. All equipment, materials, and workmanship on this project shall conform to applicable federal, state and local codes.
3. Work Hours: The work of this project is to take place between the hours of 8:00AM and 4:30PM Monday through Friday, unless arrangements are made in advance to exceed these hours. Contractor shall work with Marathon County in developing a schedule and work sequence that will be coordinated ahead of time.
4. Facility Access: The County shall make arrangements for Contractor access to any areas of the facility necessary to complete the project, upon prior notice being provided by the Contractor.
5. Electric Service: There is no electrical service available on site. The contractor will be responsible for supplying generators to supply electricity if they need it to complete their work.
6. Sanitary Facilities: It will be the responsibility of the awarded contractor to supply sanitary facilities for their employees if needed.

B. Deliverables

Contractor is responsible for providing all equipment, labor and materials required to raze the buildings and restore the lot at 529 McClellan Street meeting the requirements of this RFP.

C. Term of Contract

The term of the contract shall commence on the date of contract execution and shall run through final completion and Owner acceptance of the project. The on-site work of this project shall start as soon as possible and be completed as soon as possible.

D. Payments

Payment in full by check shall be made upon successful completion of the project and upon final project acceptance by Marathon County. Contractor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment, each invoice should indicate purchase order number, discount terms, and include Contractor/Supplier's name and return remittance address.

SECTION 4 – PROPOSAL REQUIREMENTS

A. Terms and Conditions

1. Offer and Acceptance Period: All Proposals must be an irrevocable offer valid for sixty
2. (60) days after the Proposal opening date. Proposed costs shall remain effective through the term of the contract specified elsewhere in this document.
3. Irregularities in Proposals: Except as otherwise stated in this Request for Proposal, evaluation of all proposals will be based solely upon information contained in each offeror's proposal. Marathon County shall not be held liable for any errors, omissions, or oversights in an offeror's proposal. Marathon County may waive technical irregularities, which do not alter the price or quality of the services.
Marathon County shall have the right to reject proposals containing a statement, representation,

warranty, or certification which is determined by the County and its counsel to be materially false, incorrect, misleading, or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any proposal.

The inability of a manufacturer to provide one or more of the required components, specified features, or capabilities required by this Request for Proposals does not in-and-of-itself preclude acceptance of a proposal by Marathon County.

4. Term of Contract: The Contract resulting from this RFP will be for the period of product installation and warranty. The Contract may be extended beyond the original contract period at Marathon County's discretion and by mutual agreement.
5. Direct or Indirect Assignment: The successful Offeror will not be permitted to directly or indirectly assign its rights and duties under the Contract without prior express approval by Marathon County.
6. Subcontractors: All provisions and/or stipulations within this Proposal shall also apply to any authorized subcontractors.
7. Submittals: The successful Offeror shall provide any drawings and or submittals in a digital file format acceptable to the County as well as in conventional hardcopy form.
8. Price Adjustments: Offerors will be required to honor their proposed prices for the term of the contract period.

B. Submittal Requirements

In order to be considered for award, the Offeror must comply with all proposal requirements and submit in accordance with the following instructions.

1. Questions: All questions concerning this Request for Proposals must be submitted in written form only, including fax or email to the contact identified below. The deadline for receiving questions is February 20, 2020 by 4:30 p.m. Responses to questions will be issued via email to every company that has been issued this RFP.

Craig Christians
Marathon County Dept. of Facilities &
Capital Mgmt. 1000 Lakeview Dr St 300
Wausau, WI 54403
craig.christians@co.marathon.wi.us

2. Amendments to the Request for Proposals: If it becomes necessary to revise any part of this Request for Proposals package or if additional information is necessary to clarify any provision or respond to questions, the revision and/or additional information will be provided via an email bulletin or amendment to every company that has been issued this RFP.
3. Mandatory Walk-Through: A walk-through meeting will be held on February 13, 2020 at 1:00 p.m. at the site to review site conditions and discuss any questions about the RFP. Interested offerors are to meet on site at 529 McClellan Street Wausau, WI 54403. The walk-thru Attendance at this meeting is mandatory for all firms intending to submit a proposal.
4. Incurred Expenses: Marathon County will not be liable for any cost which offerors may incur in the preparation of their proposals. This provision also includes any costs involved in providing an oral presentation of the proposal. Proposals should be concise, straight-forward, and can be prepared simply and economically. Expensive displays, bindings, or promotional materials are not required. These instructions are not intended to limit a proposal's content or to exclude any relevant or essential information there from.
5. Proprietary Information: Offerors responding to this RFP are required to note any specific information contained in their proposal which is not to be disclosed to the public or used for purposes beyond the evaluation of the proposals. Any such restrictions must be clearly stated within the proposal itself. Though every attempt will be made to comply with such restrictions, non-disclosure following signing of the contract cannot be fully guaranteed due to public

records law considerations.

6. Proposal Submittal Requirements: Proposals are required to be submitted in hard copy format, one original and two (2) copies. Faxed or emailed proposals will not be considered. The original proposal must be signed in ink by an officer of the company that is authorized to enter into contractual agreements on its behalf. Proposals received unsigned will not be accepted.

Proposals should be submitted in a single sealed envelope or container and delivered to the attention of:

Craig Christians
Marathon County Department of Facilities &
Capital Management 1000 Lakeview Drive
Suite 300 Wausau, WI 54403

The lower left corner of the envelope should bear the following notation:

“Raze Buildings at 529 McClellan Street”

7. Modification or Withdrawal of Proposals: Any proposal may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification or withdrawal received after the deadline shall be deemed late and will not be considered.
8. Proposal Submittal Deadline: Proposals must be received no later than 2:00 p.m. on February 25, 2020. Proposals received after this deadline will NOT be accepted and will be returned unopened. Actual receipt by said time is required; deposit in mail or postmark by said due date/time is insufficient.
9. Offerors may mail or personally deliver their proposals to Marathon County at the above address. Marathon County will not be responsible for any proposal(s) that is (are) lost in the mail or not delivered to the above address by the stated deadline for any reason.
10. Proposal Contents and Format

All proposals must include the following in the order listed:

1. Title Page: Include RFP Title, company name, contact person, address, telephone number, and e-mail address.
2. Table of Contents: Clearly identify location of information by section and page.
3. Technical Approach: Demonstrate an understanding of the objectives, scope of work, and deliverables as outlined in Sections 2 and 3 of this RFP and provide a description of how these requirements will be met. Clearly indicate any options or alternatives proposed.
4. Proposal Response Summary Page: Complete and sign Proposal Response Summary Page (Attachment A). All costs are to be enumerated on this form. In addition to materials, equipment, and direct labor, the stated cost should include any mark-up for fringe benefits, overhead, profit, and other direct expenses such as transportation, lodging, and per diem. Also identify on this form equipment/material lead time, and the time after delivery expected for completion of project.
Proposed cost will be evaluated independently from the technical proposal.
5. Deviation Form: Complete and sign Deviation Form (Attachment B), which states the Offeror's commitment to all the provisions of this Request for Proposal. An individual authorized to execute contracts on behalf of the Offeror shall sign the Deviation Form. Any exceptions taken to the specifications or terms and conditions identified in this Request for Proposal Package must be expressly stated in the Deviation Form.
6. Other Information: Include with your proposal any additional descriptive literature or information which will be of assistance in the decision-making process. **(Optional)**

SECTION 5 – PROPOSAL EVALUATION AND AWARD PROCESS

A. Opening of Proposals

Only those proposals which are received in a timely fashion as set forth in this RFP will be reviewed and considered. Proposals will be opened after the due date and time at the Marathon County Department of Facilities and Capital Management offices. Only the names of all offerors responding to the RFP will be available to the public after the opening of proposals. All other information contained in the proposals will remain confidential until award of contract, as required by law.

B. Discussions with Offerors (Oral Presentation)

An oral presentation by an offeror for further clarification of a proposal may be required at the sole discretion of Marathon County. However, the County reserves the right to award the contract based solely on initial proposals received without further discussions with any offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Offeror's expense.

C. Award of Contract

Receipt of proposals and subsequent award of the contract will be governed by Section 3.05(2) of the Procurement Code. Marathon County will enter into discussions with the highest-ranked responsible offeror in accordance with Section 3.05(2)(f) of the Procurement Code. The final scope of the project may vary from the proposal depending on needs and resources. If Marathon County is unable to successfully conclude negotiations with the highest ranked responsible offeror, negotiations will be held with the next highest-ranking responsible offeror. The contract shall then be awarded pursuant to Section 3.05(2)(g) of the Procurement Code to the responsible offeror whose proposal is determined to be the most advantageous to Marathon County, taking into consideration past performance, price, and other evaluation criteria set forth herein. All proposals shall be a matter of public record upon award of the contract.

D. Proposal Evaluation Criteria

Proposals submitted will be reviewed and evaluated by a Marathon County proposal evaluation team. The team will evaluate proposals against the following criteria:

- Offeror's general understanding of scope of work and terms of the RFP and its attachments
- Experience and qualifications of the Offeror applicable to the scope of this project
- Proposed Cost
- Proposed schedule
- References for similar projects recently completed by Offeror

The contract will be awarded based upon the proposal evaluation criteria outlined above. Marathon County reserves the right to reject in whole or in part any and all proposals, to waive any formalities, and to accept the proposal determined to be in the best interest of the County. This solicitation may also be canceled in whole or in part if determined to be in the best interest of the County.

E. Availability and Retention of Proposals

After award of the contract, each Proposal, except those portions for which an offeror has included a written request for confidentially (e.g., proprietary information), shall be open to public inspection. All proposals and submitted material shall become the property of Marathon County and will be returned only at the County's option.

SECTION 6 – MARATHON COUNTY STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in any request for bids or proposal which forms the subject

of this contract are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed/provided, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Marathon County shall be the sole judge of equivalency. Contractors are cautioned to avoid bidding/proposing alternates to the specifications which may result in rejection of their bid/proposal.

- 2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Contractor's letterhead, signed, and attached to the response to request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Contractor shall be held liable.
- 3.0 ACCEPTANCE-REJECTION OF BIDS OR PROPOSALS: Marathon County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interest of Marathon County. Bids/proposals MUST be date and time stamped by the office of the soliciting purchasing agent on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing agent's office.
- 4.0 METHOD OF AWARD: Award of bids shall be made to the lowest responsible, responsive bidder unless otherwise specified. Award of proposals shall be subject to criteria set for in the request for proposal.
- 5.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without specific prior written approval by the Marathon County.
- 6.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by Contractor.
- 7.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified. Failure of the Vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 8.0 ORDERING: Purchase orders shall be placed directly to Contractor by authorized departments or purchasing agents who have issued the request for bids or proposal. No other purchase orders are authorized.
- 9.0 PAYMENT TERMS AND INVOICING: Marathon County normally will pay properly submitted Contractor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- 9.1 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- 9.2 A good faith dispute creates an exception to prompt payment.

- 10.0 TAXES: Marathon County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Marathon County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. Marathon County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 11.0 CONTRACT INTEGRATION: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. The documents constituting the contract between Marathon County and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders (with the most recent taking precedence); Contract Document Amendments; the Contract Document as described in this signed Agreement; Request for Proposal Addenda; Request for Proposal; and Firm's Proposal. Any terms of any other documents concerning this agreement are superseded by the terms set forth herein.
- 12.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Marathon County reserves the right to cancel this contract if Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.
- 13.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Marathon County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 13.1 Contractor shall execute and maintain its work so as to avoid injury or damage to any persons or property. Contractor shall comply with the requirements and specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, Contractor shall, at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, including the obligation to conduct safety inspections to verify said compliance by its employees, agents, and/or subcontractors.
- 13.2 Contractor is specifically notified that it is subject to federal requirements listed under Title 29, Chapter 15 of the United States Code (Occupational Health and Safety Act) by virtue of its contract with Marathon County, a public entity. Contractor shall provide a similar notice to all its subcontractors.
- 13.3 SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 14.0 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 Marathon County, nor shall Contractor allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

14.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. 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.

14.2 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 (if necessary), and Property Damage Insurance as shall protect itself 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 \$2,000,000 in aggregate for bodily injury and Property Damage.
- Professional Liability Coverage, \$2,000,000 per occurrence and in aggregate.
- Automobile Liability \$2,000,000 per occurrence and in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.
- If aircraft are used in conjunction with this project, \$2,000,000 per occurrence and in aggregate for bodily injury and property damage.

14.3 Marathon County reserves the right to require higher or lower limits where warranted.

14.4 Marathon County reserves the right to require additional security, including, but not limited to, bid bonds or performance bonds as specifically set forth in its request for bids or proposals.

14.5 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 Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager 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 name Marathon County as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

15.0 CANCELLATION / TERMINATION: Marathon County reserves the right to:

15.1 NONAPPROPRIATION OF FUNDS. Cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.

15.2 Terminate this contract, for the County's convenience, 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.

16.0 CONTRACT MODIFICATIONS: 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 Marathon County from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from Contractor hereunder. Furthermore, this amendatory provision shall not operate to prevent the County from canceling any of the services not yet performed or any deliveries not yet made at the time notice is given to Contractor of the cancellation of such services or portion of the work to be performed hereunder.

17.0 ASSIGNMENT: No right or duty in whole or in part of the scope of work under this contract may be assigned or delegated without the prior written consent of Marathon County.

18.0 PATENT INFRINGEMENT: The Contractor selling articles to Marathon County as described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Contractor covenants that it will at its own expense defend every suit which shall be brought against Marathon County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

19.0 PUBLIC RECORDS ACCESS: Marathon County is a political subdivision of the State of Wisconsin and as such is subject to the Wisconsin Public Records Law. It is the policy of Marathon County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of bids and responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

20.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is Contractor's responsibility to defend the determination in the event of an appeal or litigation.

20.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Marathon County.

20.2 Any material submitted by Contractor in response to Marathon County's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information. Bid/proposal prices cannot, under any circumstances, be held confidential.

20.3 In the event Marathon County becomes involved in litigation due to Contractor's refusal of permission to release information identified as confidential or proprietary, Contractor agrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.

- 21.0 CONFIDENTIALITY OF MARATHON COUNTY'S DATA: In the event work conducted under this contract requires Contractor to have access to Marathon County's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, Contractor agrees to keep all such data confidential and to execute any reasonable agreement to assure Marathon County that Contractor will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon Contractor or its agents, employees, successors, assigns or subcontractors. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.
- 22.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of Marathon County, any of its departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of Marathon County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of Marathon County's purchasing agent.
- 23.0 MUTUAL HOLD HARMLESS/INDEMNIFICATION: Contractor hereby agrees to release, indemnify, defend, and hold harmless Marathon County, its 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, which is determined to be caused by the negligent or intentional acts or omissions of Contractor's officers, officials, employees, agents or assigns. Marathon County hereby agrees to release, indemnify, defend, and hold harmless Contractor, its 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, which is determined to be caused by the negligent or intentional acts or omissions of Marathon County's officers, officials, employees, agents or assigns. Marathon County does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
- 24.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

- 25.0 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.
- 26.0 DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of law provisions. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin. 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 court as set forth above. 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.
- 27.0 INDEPENDENT CONTRACTOR STATUS: The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Marathon County. 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. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the Contractor. Neither Marathon County nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venture for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venture with, or partner of, Marathon County.
- 28.0 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. . Marathon County also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.

- 29.0 STATEMENT OF COMPLIANCE: Contractor 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, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.
- 30.0 WAIVER/SEVERABILITY: No waiver of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.