

REQUEST FOR PROPOSALS

ROOFING REPLACEMENT

MARATHON COUNTY Social Services Building

**400 East Thomas Street
Wausau, Wisconsin 54403**

PROPOSALS MUST BE RECEIVED
NO LATER THAN 2:00 P.M.
TUESDAY February 4, 2020

January 9, 2020

REQUEST FOR PROPOSAL - TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. Overview	3
2. RFP Timeline and Events	4
3. General Information and Instructions	4
4. Proposal Terms and Conditions	7
5. Proposal Contents	8
6. Scope of Work	9
Marathon County Standard Terms and Conditions	12

ATTACHMENTS - the following attachments are part of this Request for Proposal:

- A. Proposal Response Summary Page
- B. Deviation Form
- C. Section 010000 General Requirements (7) Pages
- D. Section 075419 TPO Roofing Specifications (10) Pages
- E. Select Social Services Roof Project from 1983 Drawings for reference (2) Pages

SECTION 1 – OVERVIEW

A. Introduction

The Marathon County Facilities and Capital Management Department is requesting proposals from qualified firms to provide labor, material and equipment required to remove and replace an existing EPDM membrane roof with new mechanically fastened TPO membrane roof system at 400 East Thomas Street, Wausau WI 54403. It is anticipated that this RFP will result in a single contract being awarded to a contractor licensed and insured to do business in the State of Wisconsin, with proven experience in installing, repairing, and replacing single-ply EPDM membrane roofing systems, which can provide and meet all the specified requirements of this Request for Proposal. This project is *not* subject to State of Wisconsin wage rate requirements.

This RFP is intended 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.

Offerors shall provide a scope of services for the project as described in Section 6 of this RFP, any addendum to this RFP, and as determined through the firm's pre-proposal evaluation of the existing roofing systems. It is anticipated that this RFP will result in a single contract being awarded to the contractor that can provide and meet all the specified requirements of this RFP.

B. Existing Facility Information

The Social Services Facility is a 34,000 SF facility constructed in 1961 and renovated in 1991, and again in 2008. The current EPDM roof system in the building dates to approximately 1983.

Additional information is contained in the 1983 re-roofing plans and the Facility Condition Assessment conducted April of 2017. There will be another project for boiler replacements that will be done in the spring of 2020 which could involve the removal of the masonry chimney down to the roof deck.

The scope of this project consists of all labor, material, tools, equipment, and supervision necessary to remove the existing roofing described above and install a mechanically attached TPO roofing system including flashings and insulation, as detailed and specified in this RFP.

C. Project Goal and Objectives

Marathon County's goal for the Social Services Building roof replacement project is to replace the existing membrane roof that is at the end of its serviceable life in order to protect the facility's contents and extend its useful life. Specific objectives for this project are as follows:

1. Replace existing fully-adhered EPDM membrane roof with new TPO membrane roof system.
2. Add 4" of rigid ISO insulation over the existing rigid insulation system to get an additional R22.8 insulation value.
3. Furnish and install new pre-finished roof edge metal, coping and flashings as needed for a weathertight system.
4. Correct the following deficiencies on the existing roof system by selection of more appropriate materials and improved installation methods than existing construction:
 - a. Warped rigid insulation occurring as applicable.
 - b. Membrane in areas having occasional foot traffic prone to physical damage;

solution should not impede storm water/snowmelt flow to roof drains

- c. Sagging vertical membrane at perimeter of the roof, in some cases top edge of membrane pulled out from behind metal flashing
- d. Ponding of water in certain areas of the roof, despite slope to roof drains – creating water leaking into the facility.
- e. Intersecting seams located in areas subject to water ponding or foot traffic.
- f. Contractor to tie new roof system into existing roof drains.
- g. Contractor to include any permits.

D. Issuing Office and RFP Reference

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 "Roof Replacement – Social Services Building". This RFP title must be referenced on all proposals, correspondence, and documentation relating to the RFP.

SECTION 2 – REQUEST FOR PROPOSAL (RFP) TIMELINE AND EVENTS

- RFP Packet issue date: Wednesday January 15, 2020
- Pre-proposal meeting on site: Thursday January 23, 2020 at 2:00PM, 400 East Thomas Street, Wausau WI 54403
- Proposal Due Date Tuesday February 4, 2020 NLT 2:00PM
- Anticipated Award Date: No Later Than February 14, 2020

SECTION 3 – GENERAL INFORMATION AND INSTRUCTIONS

A. Proposal Submittal Procedure and Conditions

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

B. Questions

All questions concerning this Request for Proposals must be submitted in written form only, including email, to the following:

Craig Christians
Marathon County Dept. of
Facilities & Capital Management
1000 Lakeview Drive
Suite 300 (Door #27)
Wausau, WI 54401

Email: craig.christians@co.marathon.wi.us

Addendums and answers to RFI will be issued via the Marathon County website.

C. Amendments to the Request for Proposals

If it becomes necessary to revise any part of this Request for Proposal 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 the Marathon County Website.

D. Pre-Proposal Meeting

A **mandatory** pre-proposal meeting will be held on **Thursday, January 23, 2020 at 2:00 PM** at 400 East Thomas Street to discuss any questions about the RFP. At this meeting you will have the opportunity to conduct a site walk of the project and evaluate roof (weather permitting). This meeting is **MANDATORY**.

E. 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.

F. 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 Dept. of
Facilities & Capital Management
1000 Lakeview Drive
Suite 300 (Door #27)
Wausau, WI 54401

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

"MEMBRANE ROOF REPLACEMENT – Social Services Building"

G. 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.

H. Proposal Submittal Deadline

Proposals must be received **no later than 2:00 p.m. on Tuesday February 4, 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.

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.

I. 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.

J. 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 is likely to award the contract based 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.

K. 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 weighted criteria:

1. Experience, qualifications, and technical expertise of the firm for providing all services described in Section 6, Scope of Work. Respondent must have proven experience and/or certifications in installing the specified membrane roof systems.
2. Current and projected work load of the firm, and firm's ability to complete the work within the required time frame.
3. Firm's understanding of the scope of work of the project and project management plan.
4. Past experience of the firm in providing services on projects of similar size, scope and features as those required on this project.
5. Proposed Cost for performing the work.

L. 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.

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.

M. 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 4 – PROPOSAL TERMS AND CONDITIONS

A. Offer and Acceptance Period

All Proposals must be an irrevocable offer valid for ninety (90) days after the Proposal opening date.

B. 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.

C. 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.

D. Subcontractors

All provisions and/or stipulations within this Proposal shall also apply to any authorized subcontractors.

E. 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.

F. Price Adjustments

Offerors will be required to honor their Proposal prices for the term of the contract period.

G. Payment on Contract

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 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.

Contractor may submit requests for partial payment (but not more often than on a monthly basis) to the owner for the cost of completed work only. An amount equal to ten (10) percent of the payment request will be retained by the Owner until the contract has been fully completed and warranty/guarantee certificates have been received and the installation accepted by Marathon County.

SECTION 5 - PROPOSAL CONTENTS

A. Proposal Response Format

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Firm's capabilities for satisfying the requirements of this RFP. Emphasis should be on completeness and clarity of content. Failure to provide information required by this RFP may result in rejection of the proposal. All proposals should include the following in the order listed:

- 1. Title Page.** Include company name, local address, telephone number, fax number, e-mail address, and contact name. This page must be signed by a principal or authorized officer or representative of the company named thereon. The signature on the proposal shall be construed as the Offeror's intent to comply with all the terms, conditions and specifications in the RFP unless specific exceptions are noted in the proposal.
- 2. Summary.** The one-page executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal and should indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Any protected information requests should also be identified in this section.
- 3. Proposal Response Summary Page.** Complete and sign Proposal Response Summary Page (Attachment A). All proposed costs are to be enumerated on this form. In addition to materials, equipment, and direct labor, the stated costs should include any mark-up for fringe benefits, overhead, profit, and other direct expenses such as transportation, housing, and per diem. Also identify on this form your earliest possible start date, and expected number of days required to complete the project.
- 4. 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. For any non-specified materials/products being proposed, include with your proposal complete manufacturer product data, shop drawings, color/finish samples, and manufacturer's certificates in accordance with Section 07 31 16 (Attachment D).
- 5. Other Information.** Include with your proposal any additional descriptive literature or information which might be of assistance in the decision-making process.

SECTION 6 – SCOPE OF WORK

A. General Scope of Work

1. Contractor is responsible for furnishing and installing a complete fully adhered EPDM membrane roof meeting the requirements of this RFP and related attachments.

B. Detailed Scope for Required Submittals

1. The following submittals shall be submitted to Owner and returned to Contractor approved prior to ordering product:
 - a. Product data, shop drawings, samples for initial selection, verification samples, and manufacturer's certificates in accordance with requirements in the specifications (Attachment C)
2. No product shall be ordered prior to Contractor receiving reviewed/approved shop submittals.

C. Detailed Scope for Replacement of Roofing

The scope of this project consists of all labor, material, tools, equipment, and supervision necessary to remove the existing roofing materials and install a fully-adhered EPDM roofing system including flashings and insulation, as detailed and specified in this RFP. The following generally highlights the services that the firm will be required to perform:

1. The existing EPDM sheet, flashings, are to be removed down to the existing insulation and disposed of properly.
2. Two layers of 2" polyisocyanurate insulation are to be installed over the existing insulation and attached with the appropriate screws and roofing plates.
3. Tapered insulation is to be incorporated into the insulation assembly to help direct water to the roof drains.
4. A separation sheet (where insulation board mfr. recommends or requires) is to be installed over insulation before applying the TPO roofing membrane.
5. Install 60 mil TPO roofing membrane system complete with all incidentals so as to provide a warranted weatherproof roofing system is to be mechanically attached to the prepared substrate. All overlapping sheets shall be welded together using hot air. Minimum weld width is 1-1/2".
6. The existing roof drains are to be refurbished; provide new strainers and clamp rings to replace any missing or deteriorated existing.
7. All curb, wall and penetration conditions are to be properly flashed in accordance with the manufacturer's details, specifications, and requirements for warranty.
8. Furnish and install new pre-finished metal roof edge and flashing matching the material, profile, color, and finish type of existing is to be installed.
9. A row of 30"x30" roof walkway pads may be requested by Owner to protect certain portions of the new roof membrane from foot traffic. Walkway pads and related adhesives shall be per membrane manufacturer's recommendations.
10. All job related debris is to be removed from the site and disposed of properly and safely.

11. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
12. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:
 1. Warranty Period: 20 years from date issued by the manufacturer.
 2. Must provide positive drainage.
 3. No exclusion for damage caused by biological growth.
 4. Issued direct from and serviced by the roof membrane manufacturer.
 5. Transferable for the full term of the warranty.
13. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

D. Detailed Scope for Close-out Documentation

1. Owner's representative will review the work upon completion. Contractor shall notify Owner at least five (5) working days prior to the anticipated date of completion for scheduling review.
2. Provide complete information for manufacturer and contractor warranties for materials and labor. Contractor shall submit to Owner all specified certificates of warranty and guarantee as a part of the final request for payment.
3. Provide list of any extra materials to be turned over to Owner at completion of project.

E. Other Scope Requirements

1. Contractor shall furnish all labor and all materials as specified herein and/or required to complete the work. All materials shall be new unless otherwise noted. All labor shall be performed by persons qualified with at least 5 years of experience in the trade.
2. All equipment, materials, and workmanship on this project shall conform to applicable federal, state and local codes. Contractor shall pay all permits, licenses and certificates, and other fees as required by the work.
3. 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.

F. Project Constraints

1. Project Schedule
 - a. The project must be completed no later than **July 31, 2020** of this year, subject to membrane manufacturer's restrictions regarding weather conditions.
 - b. Contractor shall prepare and submit to the Owner, for approval, a schedule

fixing dates for the work to begin and end.

2. Weather

- a. Proceed with work only when weather conditions are in compliance with manufacturer's recommendations and when substrate is completely dry.
- b. Absolutely NO work on this project is to be done during rain or snow.
- c. No installation work shall be performed when the air temperature is below 32° F.

G. Contractor Use of Site

1. Work Hours: The work of this project is to take place only on Monday through Friday. Hours of work are open to negotiation, depending on when access into building is required. Contractor shall work with Owner in developing a schedule and work sequence that will be coordinated ahead of time, particularly for any activities which impact the building's occupants.
2. 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.
3. Staging Area: Very limited space will be available on site for material and equipment unloading and staging. Careful coordination of material and equipment delivery dates with the construction schedule is strongly recommended to minimize staging difficulties.

Parking areas adjacent to the facility must be kept clear at all times throughout the project. Temporary closure of parking areas for loading/unloading materials will be permitted, provided proper advance notification is given to Owner.
4. Contractor Parking: Limited on-site parking is available at this facility. Parking spaces designated for Contractor use may not be immediately adjacent to project work area and may not be in sufficient quantity to allow each individual worker to park his/her own vehicle adjacent to the project site.
5. Electric Service: Contractor may use existing Electrical Service for temporary power.
 - Owner to pay cost of energy used. Take measures to conserve electrical usage.
 - If Contractor requires power in excess of the temporary service, Contractor shall provide own portable units or shall make arrangements with an electrical contractor and pay all costs for installation, maintenance, and removal.
6. Protection of Persons and Property: Contractor is advised that the building is occupied, and the contractor is cautioned to make every effort to protect and maintain it in a weather-tight manner while executing the roofing work. The contractor will be held liable for any damage caused to the building, its contents, and/or injury to its occupants, project grounds or landscape resulting from the execution of the work and/or from not exercising proper precautionary protective measures. Any cost of repair or replacement resulting from damages shall be at the contractor's expense.
7. Dumpsters: Any existing dumpsters on site are for Owner's use only. Provide dumpster(s) to adequately contain all accumulated materials from all trades. Remove all project-related rubbish and waste from Owner's property and legally dispose of.

MARATHON COUNTY GENERAL 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. Contractor's 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 interests 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 the 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, \$1,000,000 per occurrence and \$2,000,000 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.