

Menominee County, Wisconsin



Request for Proposals (RFP) for Exterior Window Replacement at the Human Services Building

RFP 2024-01

August 7, 2024

CONTACT INFORMATION	
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E-mail:	wmott@co.menominee.wi.us
Website:	www.co.menominee.wi.us
Mailing Address:	P.O. Box 279 W3269 Courthouse Lane Keshena, WI 54135

SCHEDULE OF EVENTS	
The following dates are provided for your information and planning purposes. Although every effort will be made to follow this schedule, we reserve the right to modify the dates as necessary.	
RFP released:	Wednesday, August 7, 2024
Pre-Bid Conference:	Wednesday, August 14, 2024, @ 11:00 a.m. CST
Proposals Due:	Thursday, August 22, 2024, @ 11:30 a.m. CST
Proposal Opening:	Thursday, August 22, 2024, @ 11:45 a.m. CST
Contract awarded:	Wednesday, August 28, 2024 (tentative)

**Menominee County, Wisconsin
Request for Proposals:
Window Replacement Human Services
RFP No. 2024-01**

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**Menominee County
Request for Proposals:
Window Replacement Human Services
RFP No. 2024-01**

1. About Menominee County and the Human Services Department

- 1.01 Menominee County is Wisconsin's 72nd County and is located approximately 45 miles northwest of Green Bay. The County is unique because it shares coterminous boundaries with the one Township of Menominee as well as the Menominee Indian Reservation. The County borders three other counties: Langlade, Oconto, and Shawano. There are four main communities within the County: two main villages of Keshena and Neopit, a smaller village named Zoar, and a more scattered community called South Branch.
- 1.02 The County is approximately 234,355 acres, or 360 square miles, and contains roughly 223,500 acres of heavily forested lands, representing the largest single tract of virgin timberland in the State of Wisconsin. The elevation of Keshena is 829 feet above sea level. There are four rivers flowing through the County: Evergreen, Oconto, Red, and Wolf. The Legend Lake area of Menominee County is a spring-fed lake over six miles long, with 47-1/2 miles of shoreline. Legend Lake acts as a main recreational area and is heavily developed with both seasonal and permanent residences.
- 1.03 The County and the Town are governed by the same seven-member board. Both the County Board of Supervisors and the Town Board exercise the authority granted to them by Chapters 59 and 60 of Wisconsin Statutes, respectively. The seat of the County and Town government is located in Keshena.
- 1.04 Menominee County is a body corporate, is governed by the laws of the State of Wisconsin, and can sue and be sued in Wisconsin Circuit Court. Menominee County should not be confused with the Menominee Indian Tribe of Wisconsin, which is a federally recognized Indian Tribe that also operates within the same geopolitical boundaries as Menominee County.

- 2. Purpose of this Request for Proposals (RFP).** The purpose of this RFP is to solicit sealed bids (Price per window) from qualified window companies to replace 35 windows (33 at approx. 37.25" x 39" and two approx. 71" x 70") in the County's Human Services Building. The two larger windows shall be designed to open or shall include a sub-opening/window to provide ventilation.

3. Statement of Work

- 3.01 The successful bidder shall furnish all labor, materials, equipment, supplies, services, tools, machinery, and other facilities of every kind and description required for the prompt and efficient execution of the following described work:
 - A. Remove existing windows;
 - B. Inspect/replace window opening;
 - C. Install new fixed/double hung, vinyl, Low-E, double pane, argon gas filled exterior windows to match existing window colors, both inside and out;

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- D. Wrapping/cladding outside of windows to match existing color;
- E. Caulking of the wrapping/cladding;
- F. Foam insulation around all windows;
- G. New interior stops;
- H. Removal/disposal of all debris from the job site;
- I. Provide manufacturer’s warranties, installation and service manuals; and
- J. Warrant all work for a minimum of one year.

3.02 This work must be completed by **November 30, 2024.**

4. Clarifications on the RFP. Prospective bidders are invited to submit written questions and requests for clarifications regarding this RFP. Oral questions will not be permitted. Questions and requests for clarification shall be sent to the Maintenance Director via e-mail at wmott@co.menominee.wi.us. If the questions or requests for clarifications pertain to a specific section of this RFP, the page and section number(s) must be referenced. Questions and requests for clarification regarding this RFP that are submitted before the pre-bid conference will be answered at the pre-bid conference. Following the pre-bid conference, the questions and answers will be posted on the County’s website. Questions that are asked after the pre-bid conference will be answered and posted on the County’s website prior to the bid deadline.

5. Pre-Bid Conference. A pre-bid conference is scheduled for **Wednesday, August 14, 2024, @ 11:00 a.m. CST** at the front of the Human Services Building located at W3272 Wolf River Road, Keshena, Wisconsin. The purpose of this conference is to answer any questions prospective bidders may have and to allow prospective bidders an opportunity to inspect the project site. Attendance at the pre-bid conference is not required. Questions and answers discussed at the pre-bid conference will be summarized and posted on the County’s website the following day.

6. Submission of Proposals

6.01 Qualified companies interested in submitting a bid shall provide one original and one complete copy of the bid saved on a flash drive. The original and flash drive shall be contained in a sealed mailing container or envelope bearing the following notation on the outside: “Sealed Bid”. The mailing container or envelop shall be mailed or delivered to:

**Menominee County Maintenance Department
Attn: William Mott, Maintenance Director
P.O. Box 279
Keshena, WI 54135**

6.02 Sealed bids must be received by the County Clerk’s Office no later than:

Thursday, August 22, 2024, @ 11:30 a.m. CST

6.03 Any bid received after this deadline will be rejected and will not be opened or considered for award.

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- 6.04 Bids will not be received in any other office or department but that of the Menominee County Clerk's Office, and bids sent via facsimile or e-mail will not be accepted.
- 6.05 All bids submitted shall become the property of the County upon submission and shall be made a permanent part of County records.

7. Bid Opening

- 7.01 Bids will be publicly opened and read aloud on **Thursday, August 22, 2024, at 11:45 a.m. CST** at the Menominee County Courthouse Boardroom (lower level).
- 7.02 The main purpose of the bid opening is to reveal the name(s) of the companies and their bids; it is not to serve as a forum for determining the successful bidder. Firms need not be present or represented during the bid opening.
- 7.03 No responsibility will be attached to any person for the premature opening of a bid that is not properly identified on the outside of the submittal envelope or mailing container.

8. Bid Evaluation and Recommendation

- 8.01 All bids will be evaluated by a three-member bid review team on **Thursday, August 22, 2024**. The bid review team shall consist of the County's Maintenance Director, Finance Director, and Administrative Coordinator. Two alternate bid review team members may be designated by the Maintenance Director. Bids that are deemed non-conforming with this RFP and any amendments thereto, if applicable, may be screened out by the review team. Bids that are late, incomplete, or are in any other way non-responsive will be screened out.
- 8.02 The bid review team shall recommend to the Personnel and Finance Committee that it award the contract to the lowest responsible bidder. In the event all bids are deemed to be late, incomplete, non-conforming, or non-responsive, the bid review team may reject all bids and reissue an RFP.

9. Bid Award

- 9.01 The Personnel and Finance Committee shall review the bid recommendation on **Tuesday, August 27, 2024 (tentative)**.
- 9.02 The Personnel and Finance Committee may accept the bid review team's recommendation, reject the bid team's recommendation and evaluate the bids on its own, request an interview with one or more bidders, or reject any and all bids.
- 9.03 After the Personnel and Finance Committee awards the bid, the bid review team shall attempt to negotiate and reach a final agreement with the selected bidder. If the County, for any reason, is unable to reach a final agreement with the selected construction company, the County reserves the right to reject such finalist and negotiate a final agreement with the construction company that has the next most viable and responsive bid. The County may also elect to reject all bids and re-issue an RFP.
- 9.04 The successful bidder will be expected to enter into a contract appearing substantially similar to the one appearing in Appendix "C" of this RFP, subject to any negotiated terms and conditions.

10. Correction of Errors in Bids and/or Withdrawal of Bid

10.01 If a person submits a bid and claims that a mistake, omission, or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission, or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and re-let upon the re-advertisement.

10.02 If a bidder makes an error, omission, or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission, or error which has been committed and submit to the County clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission, or error cause a forfeiture, the bidder may not recover the amounts of money or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

11. Amendments to the RFP. If it becomes necessary to clarify or revise any part of this RFP, amendments will be sent via e-mail to interested companies and posted on the County's website.

12. Term and Pricing

12.01 Term. The term of the Contract entered into with the successful bidder will expire on **November 30, 2024**.

12.02 Pricing. All pricing must be firm for the term of the contract.

13. Insurance and Licensing Requirements. The successful Bidder must meet the following minimum insurance requirements and provide proof of coverage on a Certificate of Liability Insurance form, an example of which appears in Appendix B, with the submitted bid:

13.01 The insurance company providing coverage must have a B+ or better rating in the current Bests rating guide.

13.02 The certificate of insurance must name Menominee County as a certificate holder and shall include the Unit of Government (Maintenance Department) responsible for this RFP and the project identification number as listed on the title page of this RFP.

13.03 Certificate of insurance must name as an additional insured the Menominee County, its agents, officers, officials, and employees.

13.04 General Liability Coverage:

A. \$500,000 for Each Occurrence

B. \$500,000 Property Damage

C. \$5,000 in Medical Expense

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- D. \$500,000 Personal & Advertising Injury
 - E. \$1,000,000 General Aggregate
 - F. \$1,000,000 Products & Completed Operations
- 13.05 Automobile Liability:
- A. \$1,000,000 Combined Single Limit; or
 - B. \$1,000,000 Bodily Injury
 - C. \$500,000 Property Damage
- 13.06 Workman's Compensation insurance as required by State statutory limits. If any proprietor, partner, executive, officer, member, or employee is excluded from worker's compensation or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.
- 13.07 Employers Liability - \$500,000 per occurrence.
- 13.08 Umbrella Liability - \$1,000,000 limit.
- 13.09 The insurance contract must include the following:
- A. The general aggregate must apply separately to this project/location; and
 - B. Thirty-day cancellation notice to the certificate holder.
- 13.10 Contractors Errors & Omissions Coverage with a \$10,000 minimum limit.
- 13.11 Waiver of Subrogation Clause.
- 13.12 Any deviation from the above-described limits and coverage must be approved in writing by the County.
- 14. Performance and Payment Bond.** The successful bidder shall be required to secure and submit the following securities at the time of Contract issuance:
- 14.01 Performance Bond – Equivalent to 100% of the Contract price. The performance bond will ensure the completion of the work to be performed under this contract. In lieu of a performance bond, the Contractor may provide an irrevocable letter of credit naming the County as beneficiary. The irrevocable letter of credit must be in an amount specified for the performance bond. The performance bond/irrevocable letter of credit must be furnished by a company licensed to do business in the State of Wisconsin. The performance bond/irrevocable letter of credit must be for the entire contract period. The performance bond/letter of credit must provide that in the event of non-renewal, the County and the Contractor be notified in writing by the issuer within ten (10) business days after cancellation or non-renewal.
- 14.02 Payment Bond – The contractor shall furnish to the County a payment bond in a form acceptable to the County to insure payment of subcontractors under this Contract. The sum of the payment bond shall be 50% of the total contract price.
- 14.03 Bonds issued under this section shall be valid for a period of one year from the date of Contract execution. They shall be conditioned upon the faithful performance of the contract and the payment to every person, including every subcontractor, supplier, or service provider, of all claims that are entitled to

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payment for labor, services, materials, plans, or specifications performed, furnished, or procured for the purpose of making the public improvement or performing the public work as provided for herein.

15. General Terms and Conditions

- 15.01 For the purpose of this RFP, "bidder" means any sole proprietor, partnership, corporation, or other business entity submitting a proposal under this RFP.
- 15.02 The County reserves the right to accept or reject any or all bids or portions thereof without stated cause and reserves the right to re-issue this RFP.
- 15.03 The County reserves the right to obtain clarification of any point in a bid or obtain additional information from a bidder.
- 15.04 The County reserves the right to waive any formalities, defects, or irregularities in any bid, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the County.
- 15.05 The County reserves the right to disqualify any bid, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the bidder.
- 15.06 To the maximum extent possible, County will attempt to adhere to the timelines described in this RFP; however, County reserves the right to change the date of the bid review and bid approval.
- 15.07 Bidder agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the construction company, or its (their) agents and/or subcontractors which may arise out of or connected with activities covered by this contract.
- 15.08 The selected bidder shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- 15.09 Should the selected bidder merge or be purchased by another individual or business, contract continuation would be at the County's option.
- 15.10 The County is not responsible for any direct or indirect costs incurred by the bidder in the preparation of its bid.
- 15.11 The County is exempt from sales tax and certain other use taxes. Any charges for taxes for which the County is exempt will be deducted from invoices before payment is made.
- 15.12 The successful bidder agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

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- 15.13 All applicable State of Wisconsin and federal laws, ordinances, licenses and regulations of Menominee County having jurisdiction shall apply to the award throughout as the case may be, and are incorporated herein by reference.
- 15.14 The County is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees or elected officials. Therefore, we ask all bidders to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted towards a County employee and not available to the general public, regardless of the value.
- 15.15 Once this RFP is issued up until an award is made, companies interested in placing a bid are prohibited from communicating with any County personnel or elected County officials on any aspect of the RFP or need of the County with respect to this RFP, unless such communication is authorized by this RFP. Similarly, County personnel are prohibited from communicating with any potential companies on any aspect of this RFP except as otherwise noted herein.
- 15.16 The bidder certifies that the bid it has submitted is done so without any previous understanding, agreement or connection with any sole proprietor, partnership, corporation or other business entity making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud, or otherwise illegal action.
- 15.17 Bids that include contractual terms and conditions that do not conform to the terms and conditions of this bid may be rejected as non-responsive.
- 15.18 All bid documents are subject to the Wisconsin Public Records Law.
- 15.19 Bidders shall maintain statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. The successful bidder shall require subcontractors not protected under its insurance to take out and maintain such insurance.
- 15.20 The successful bidder shall maintain and have in effect commercial general liability insurance, including errors and omissions. The Policy shall be written to provide coverage for, but not limited to, the following: (1) premises and operations, (2) products and completed operations, (3) personal injury, and (4) blanket contractual coverage. Errors and omissions shall not be excluded or a separate policy covering such exposure shall be maintained. Limits of Liability not less than: \$1,000,000 each occurrence and aggregate. The County of Menominee shall be named as additional insured and so stated on the Certificate of Insurance.
- 15.21 The successful bidder shall maintain and have in effect umbrella liability insurance. Coverage shall be in excess of employers' liability, commercial general liability and automobile liability insurance required above; limits of liability not less than \$1,000,000.00 each occurrence. Failure to submit an insurance certificate, as required, can make the contract voidable at County's discretion. Additionally, the successful bidder shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by County.

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16. Specific Bid Requirements. Each bid shall include the following (in this order) in their bids:

16.01 Cover Letter. The cover letter shall include:

- A. Overview of the company;
 - 1. Year organized;
 - 2. Type of business entity (e.g., sole proprietor, partnership, limited liability corporation, etc.);
 - 3. Location where the company is headquartered;
 - 4. Number of staff;
- B. Qualifications of the company;
 - 1. Qualifications of principals;
 - 2. Company's customer service philosophy;
- C. Relevant experience working with counties and municipalities; and
- D. Such other information as the company deems appropriate.

16.02 Projected Timetable for Completion. The bidder shall provide a projected timetable for completion.

16.03 Bid Form. Firms shall complete and submit the Bid Form appearing in Appendix "A". For the sake of convenience, companies can create their own Bid Form provided that it contains ALL of the elements reflected on the Bid Form.

16.04 Proof of Insurance. Firms submitting bids must provide proof of insurance. See example below.

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**APPENDIX "A" - BID FORM
MENOMINEE COUNTY
WINDOW REPLACEMENT HUMAN SERVICES**

The undersigned (hereinafter "Bidder") hereby proposes to furnish all labor, materials, equipment, supplies, services, tools, machinery, and other facilities of every kind and description required for the prompt and efficient removal and replacement of exterior windows in the Menominee Co. Human Services Building, as outlined in the County's Request for Proposals dated **August 7, 2024**, RFP No. 2024-01, and offers to furnish such related goods and services in accordance with all applicable laws and regulations. Bidder is responsible to ensure amount is accurate and without error, as inaccuracies may cause Proposals to be rejected.

1. Removal and Installation of a new double pane, fixed windows. Bidder proposes to remove and replace the existing windows as described in Section 3.01, pars. A through J of the RFP for the fixed amount of: \$ _____

2. [Alternatively] Removal and Installation of a new double pane, double hung windows. Bidder proposes to remove and replace the existing windows as described in Section 3.01, pars. A through J of the RFP for the fixed amount of: \$ _____

3. References. List of two references along with contact information.

Name and Title: _____
Email Address: _____
Mailing Address: _____
Phone Number: _____

Name and Title: _____
Email Address: _____
Mailing Address: _____
Phone Number: _____

4. Similar Projects. List of projects similar in scope and size to this project along with the contact information for each company and/or organization listed.

Contact Person: _____
Company/Organization: _____
Address: _____
Email Address: _____
Phone Number: _____
Project Description: _____

Contact Person: _____
Company/Organization: _____
Address: _____
Email Address: _____
Phone Number: _____
Project Description: _____

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5. Subcontractors/Vendor Information. (If more space is required, submit additional pages as needed).

Contact Person: _____
Company/Organization: _____
Address: _____
Phone Number: _____
Type of Work Performed: _____

Contact Person: _____
Company/Organization: _____
Address: _____
Phone Number: _____
Type of Work Performed: _____

Contact Person: _____
Company/Organization: _____
Address: _____
Phone Number: _____
Type of Work Performed: _____

6. Explanation of Non-Conforming Items. (If your bid includes any attachments, provisions, or costs that do not conform with this RFP, please describe the non-conformity and add any justification you believe supports the non-conformance.).

7. Options for Additional Cost Savings. Bidders are encouraged to identify options for additional cost savings along with an estimate for such savings; provided that, such options continue to conform to standard specifications.

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8. Bidder’s Statement and Signature. I, the undersigned, swear under oath that I have examined and carefully prepared this bid from the plans and specifications contained in Menominee County’s Request for Proposals issued on **August 7, 2024**; that I have checked the same in detail before submitting this bid to Menominee County; and that this bid shall remain open and valid for thirty (30) days after the due date for bids.

Company Name

Address

City

State

Zip Code

Authorized Signature

Title

Date

Printed Name

Telephone Number

Fax Number

FEIN Number

SUBSCRIBED AND SWORN BEFORE ME

THIS ___ DAY OF _____, 2024

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES: _____

REMINDER: Be sure to attach a cover letter and include a copy of your certificate of insurance when submitting your bid.

APPENDIX "B" - EXAMPLE OF CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 123 Anywhere Street Somewhere, WI 12345	CONTACT NAME: John Doe
	PHONE (A/C, No, Ext): 715-123-4567 FAX (A/C, No): 715-123-4568 E-MAIL ADDRESS: john.doe@insurance.com
INSURED XYZ Construction Company 456 Someplace Court Anytown, WI 67891	INSURER(S) AFFORDING COVERAGE
	INSURER A : Insurance Company B+ Rated or Better
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

SAMPLE ONLY

COVERAGES **CERTIFICATE NUMBER:** 2019-01 **REVISION NUMBER:** N/A

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	GL00112233	05/10/2019	07/31/2019	EACH OCCURRENCE \$ 500,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 500,000					
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X	CAP4433221	05/10/2019	07/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$ or					
	BODILY INJURY (Per accident) \$ 1,000,000					
	PROPERTY DAMAGE (Per accident) \$ 500,000					
\$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE	X X	CU6688999	05/10/2019	07/31/2019	EACH OCCURRENCE \$ 5,000,000
	DED RETENTION \$					
AGGREGATE \$ 5,000,000						
\$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N N/A	WC0099887	05/10/2019	07/31/2019	WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional insured: Menominee County, Wisconsin, P.O. Box 279, Keshena, WI 54135, its agents, officers, officials, and/or employees ATIMA.
 Additional insured: Town of Menominee, Wisconsin, P.O. Box 279, Keshena, WI 54135, its agents, officers, officials, and/or employees ATIMA.

CERTIFICATE HOLDER Menominee County and Town of Menominee Menominee County Highway Department P.O. Box 279 Keshena, WI 54135	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Someone's Signature</i>
---	--

**APPENDIX "C" - CONTRACT
CONSTRUCTION CONTRACT**

BETWEEN: **MENOMINEE COUNTY**
(Hereinafter "County")

Located at: P.O. Box 279
Keshena, WI 54135

AND: _____
(Hereinafter "Contractor")

Located at: _____
Federal Employer Identification Number: _____

TERMS AND CONDITIONS:

IN CONSIDERATION OF the promises and mutual covenants and agreements contained, the parties agree as to the following:

1. SERVICES TO BE RENDERED BY THE CONTRACTOR

- 1.01 The Contractor agrees to furnish all labor, materials, equipment, supplies, services, tools, machinery, and other facilities of every kind and description required for the prompt and efficient execution of the following described duties, services and/or goods: removal and replacement of the existing windows at the Menominee County Human Services building.
- 1.02 All work shall be performed in accordance with the specifications and requirements specified in County's Request for Proposals dated **August 7, 2024**, a copy of which is attached hereto and made a part of this Contract.
- 1.03 All of the equipment and materials furnished under this contract will be new and the work will be of good quality.

2. PAYMENT PROVISIONS

- 2.01 The County shall pay to Contractor an amount not to exceed \$(contract amount) under this Contract, subject to all of the terms and conditions enumerated below.
- 2.02 As work progresses under this Contract, the County shall, from time to time, grant to the Contractor an estimate of the amount and proportionate value of the work done, which entitles the Contractor to receive the amount of the estimate, less the retainage.
- 2.03 The retainage shall be an amount equal to not more than five percent (5%) of the estimate until fifty percent (50%) of the work has been completed.
- 2.04 At fifty percent (50%) completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the County's Maintenance Director certifies, in his sole discretion, that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50 percent completion or any time after 50 percent completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than ten percent (10%) of the value of the work completed.

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- 2.05 Upon substantial completion of the work, an amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the County are valid reasons for non-completion, the County may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or may pay out the entire amount retained and receive from the Contractor guarantees in the form of a bond or other collateral sufficient to ensure completion of the job.
- 2.06 For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the Contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.
- 2.07 No payment shall be made for work, which, in the judgment of the County, has not been completed in a manner satisfactory to the County.
- 2.08 Additional work performed by Contractor without a written amendment will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Period of Performance.
- 2.09 All requests from Contractor for partial or full payment under this Contract must be submitted to County on the "Application and Certificate for Payment" referred to in Section 15 of this Contract.
- 2.10 The County shall pay to Contractor the amount requested in its "Application and Certificate for Payment", less such retainage as authorized under this Contract, within fifteen (15) days of:
- A. The County's receipt of Contractor's "Application and Certificate for Payment"; and
 - B. Acceptance of "Application and Certificate for Payment" by the County's Maintenance Director; and
 - C. Receipt of Contractor's signed and notarized "Partial Receipt, Waiver, and Release of Liens", if a partial payment is requested, or receipt of Contractor's signed and notarized "Final Payment, General Release and Indemnity Agreement", if final payment is requested.
- 3. TERM OF CONTRACT.** The Contractor shall begin work on _____ and complete all work on or before **November 30, 2024**, unless otherwise specified herein.
- 4. PERFORMANCE OF CONTRACT.** This Contract shall be performed by Contractor in a manner satisfactory and acceptable to the County, who shall be the sole judge of quality of performance.
- 5. UNDERGROUND CABLES**
- 5.01 The Contractor shall contact Digger's Hotline to ascertain the whereabouts of any buried utility lines, cables, etc. prior to the start of any construction involving the exploration, drilling, grading, screening, scalping, or excavation of earth, and any road construction.
- 5.02 The Contractor shall be responsible for the costs of repairing or replacing any underground cables, which are damaged as a result of any operations under this agreement whether such operations be by Contractor or any employee or

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subcontractor of Contractor.

6. **CLEANING UP.** The Contractor shall at all times, keep the work areas free from accumulations of waste material or rubbish. Prior to completion of the work, Contractor shall remove any rubbish from and about the construction area, and all tools and equipment not property of County.
7. **HEATING.** The Contractor shall provide and pay for all heating necessary for the proper completion of work.
8. **TEMPORARY FACILITIES.** The successful Bidder will be required to provide all temporary facilities on the job site (i.e. portable toilets, job trailer, etc.), as applicable to this project.
9. **SCHEDULE.** The contractor is responsible for coordinating with the County's Maintenance Director on the development of a project schedule and shall deliver that schedule to the Maintenance Director prior to commencing any work.
10. **INSPECTION SERVICES.** The County's Maintenance Director or authorized representative shall make inspections as needed during the course of the project to monitor the work performed by the Contractor. Contractor is expected to comply with all inspection efforts made by the Maintenance Director or his authorized representative.
11. **TIME OF THE ESSENCE.** Time is of the essence of this Contract.
12. **EXCUSABLE DELAYS.** The Contractor shall not be liable for damages, including liquidated damages, if any, for delays in performance due to cause beyond the control and without the fault or negligence of the Contractor or any subcontractor.

13. SECURITY & OTHER PROVISIONS

13.01 Performance Bond

- A. The Contractor shall furnish to County a performance bond in the amount of \$(contract amount) to insure completion of the work to be performed under this contract. In lieu of a performance bond, the Contractor may provide an irrevocable letter of credit naming the County as beneficiary. The irrevocable letter of credit must be in an amount specified for the performance bond.
- B. Performance bond/irrevocable letter of credit must be furnished by a company licensed to do business in the State of Wisconsin.
- C. The performance bond/irrevocable letter of credit must be for the entire contract period. The performance bond/letter of credit must provide that in the event of non-renewal, the County and the Contractor be notified in writing by the issuer within ten business days after cancellation or non-renewal.

13.02 Payment Bond – Contractor shall furnish to County a payment bond in a form acceptable to County to insure payment of subcontractors under this Contract. The sum of the payment bond shall be 50% of the total contract price.

14. WARRANTIES BY CONTRACTOR

14.01 The Contractor shall supervise and direct all work under this Contract using Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

14.02 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and

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machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

- 14.03 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.
- 14.04 The Contractor shall comply with all OSHA and all applicable trade-related rules and regulations. Contractor warrants that it holds all permits needed to comply with this contract and agrees to maintain the same and to comply fully with all state, federal, tribal, and local laws, regulations and ordinances applicable to the services provided by Contractor under this agreement. All construction performed under this Contract shall be in complete and full compliance with the Wisconsin Building Code.
- 14.05 The Contractor shall maintain for the duration of this agreement such insurance as shall adequately protect Contractor, his employees and agents and the County, its employees and agents, from claims under Worker Compensation Acts. In addition, public liability and builder risk insurance will be required against risks of damages for personal injury, including death, or for damage to property, both real and personal, which may arise from operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by him. Contractor shall deliver to County, at the time of the signing of this agreement, evidence in the form of a Certificate of Insurance that complies with the provisions of this Article.
- 14.06 The Contractor warrants that the work performed under this Contract conforms to the Contract requirements and is free from defects in equipment, material, design, or workmanship performed by the Contractor or any of its subcontractors. The warranty shall remain in effect for one (1) year commencing on the date of final acceptance of the work, unless otherwise provided for herein.
- 14.07 If, within the warranty period described, any defect appears, then County shall have the right to take the following actions:
 - A. Correct or replace such defective items or work with similar items and recover the total cost incurred by County from Contractor.
 - B. Require Contractor to correct or replace the defective items or work.
- 14.08 In addition to other rights and remedies listed above, all subcontractors', manufacturers', and suppliers' warranties express or implied, respecting any work and materials shall, at the direction of County, be enforced by Contractor for the benefit of County. In such case, if Contractor's warranty has expired, any action directed by County to enforce a subcontractor's, manufacturers or supplier's warranty shall be at the expense of County.
- 14.09 The aforementioned warranties shall survive acceptance and payment and shall not be deemed to be the exclusive rights of County but shall be in addition to the other rights of County under law and the terms of this Contract.

15. INDEPENDENT CONTRACTOR

- 15.01 The Contractor shall, in all matters relating to this Contract, be acting as an independent contractor. The Contractor, his employees and subcontractors are not employees of the County under the meaning or application of any Federal or State Unemployment Insurance Laws, or other Social Security Law or any Workmen's Compensation Law, Industrial Law or otherwise. The Contractor shall assume and pay

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all liabilities and perform all obligations imposed by any such laws with respect to the performance of this Contract. The Contractor shall not have any right, power, or authority to create any obligation, express or implied on behalf of County and shall not have any authority to represent itself as an agent of County.

15.02 The Contractor assumes all liability for personal injury, to employees of Contractor, agents of Contractor, the general public or damage to the environment, including possible groundwater contamination occurring during the performance of Contractor's services.

16. INDEMNITY TO COUNTY. The Contractor shall save and hold County harmless from and against all suits or claims that may be based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of this Contract, whether such claims shall be made by an employee of the Contractor, or by any other person. The Contractor shall, at its own cost and expense, pay all costs incurred by the County in connection therewith. If any judgment shall be rendered against County in any such action, the Contractor shall satisfy and discharge the same without cost or expense to the County. However, this indemnity shall not apply to claims, actions, or suits resulting from the County's negligence.

17. LIQUIDATED DAMAGES. If the Contractor fails to complete the work within the time specified in this Contract or any extension thereof, the actual damages incurred by the County as a result of the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay or the County shall retain from payments due or to become due as fixed, agreed, and liquidated damages the amount of \$200.00 for each calendar day of delay. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. In the event of an excusable delay, the County shall ascertain the facts and the extent of the delay and shall extend the time performance of the Contract when in the judgment of the County the findings justify an extension.

18. DOCUMENTS INCORPORATED BY REFERENCE. The following documents are hereby incorporated by reference:

18.01 The County's Request for Proposals dated **August 7, 2024**;

18.02 The Contractor's proposal dated _____;

18.03 Application and Certificate for Partial or Full Payment;

18.04 Partial Receipt, Waiver, and Release of Liens; and

18.05 Final Payment, General Release and Indemnity Agreement;

19. CONFLICTS; ORDER OF PRECEDENCE. In the event of any conflict between the terms and conditions of this Contract, the Request for Proposals, and the Contractor's bid, the term, condition, or language that is in the best interest of and most advantageous to the County shall prevail, as determined at any time, including after award, by and at the sole discretion of the County's Maintenance Director.

20. ASSIGNMENT AND SUBCONTRACTING. This Contract or any payments hereunder shall not be assigned without the prior written consent of the County, and no substantial portion of the work hereunder shall be subcontracted without the prior written consent of the County.

21. GOVERNING LAW. It is mutually understood and agreed that this Contract shall be governed by the laws of the State of Wisconsin as to substance, interpretation, and performance.

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- 22. EFFECT OF INVALIDITY OF ANY SECTION.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is by the Courts held to be illegal or in conflict with any laws of the state of county where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- 23. SUPERSEDING EFFECT.** This Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed by the Contractor and the compensation to be paid by the County.
- 24. TERMINATION PRIOR TO END OF ANY TERM.** Although it is the express intention of the parties that this Contract shall be in effect for the duration specified, it is mutually agreed that the County may terminate this contract in advance of the end of the term for unsatisfactory performance by the Contractor or the Death of the Contractor. In the case of early termination, the County reserves the right to seek all legal remedies it may have.

IN WITNESS WHEREOF, the parties hereto have executed this Contract which shall be effective as of the date last signed.

MENOMINEE COUNTY

Menominee County Chairperson

Date

CONTRACTOR

Date

Authorized Agent

Date

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APPENDIX D-1 – APPLICATION AND CERTIFICATE FOR PARTIAL OR FULL PAYMENT

- 1. **Date of Application:**
- 2. **Covering the Period:** From: _____, to _____
- 3. **Contract Price:** \$ _____
- 4. **Net Change by Amendments:** \$ _____
- 5. **Amended Contract Price:** \$ _____
- 6. **Partial Payment Request**

6.01 Materials and components paid for by Contractor and delivered

- A. Est. percentage of work completed by materials purchased and delivered by Contractor:..... %
- B. Est. value based on percentage completed:\$ _____
- C. Less 5% Retainage:.....\$ _____
- D. Partial Payment Amount Requested: \$ _____

6.02 Partial Work Completed - Construction Work <50% completion

- A. Est. percentage of construction work completed this period %
- B. Est. value based on percentage completed:\$ _____
- C. Less 5% Retainage:.....\$ _____
- D. Partial Payment Amount Requested: \$ _____

6.03 Partial Work Completed - Construction Work =>50% completion

- A. Est. percentage of construction work completed this period %
- B. Partial Payment Amount Requested: \$ _____

7. Final Payment Request - 100% Completion

- 7.01 Contract price less amounts already paid: \$ _____
- 7.02 Total amount retained by County to date: \$ _____
- 7.03 Final Payment Requested: \$ _____

***** CERTIFICATION *****

The undersigned Contractor certifies that to the best of the Contractor’s knowledge, information, and belief: (1) the work covered by this application for payment has been completed in accordance with the contract documents; (2) that Contractor has paid all amounts due and owing for work covered under previous certificates for payment where payment was received; and (3) that current payment shown herein is now due.

SUBSCRIBED AND SWORN TO BEFORE ME
THIS ____ DAY OF _____, 20__

Signature of Contractor

Date

NOTARY PUBLIC, STATE OF WISCONSIN
My Commission Expires: _____, 20__

All work inspected and progress payment approved by: _____ on _____.
William Mott, Maintenance Director

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APPENDIX D-2 - PARTIAL RECEIPT, WAIVER, AND RELEASE OF LIENS

The undersigned hereby acknowledges receipt, payment, and satisfaction in full for all labor, services, and materials furnished or supplied up to and including the date _____, hereof relating to use, to be used, or contributing to the construction, addition, or development of the work of improvements concerning that certain real property, commonly referred to as the Roof Replacement Project, located in Keshena, Wisconsin.

The undersigned hereby expressly waives, releases, and discharges the real property described above, the owner thereof, the interim lender, and the permanent lender, of and for any and all claims for mechanics' liens and rights to any such claim which the undersigned has or may have for labor, services, or materials or otherwise in connection with said work of improvements and every part thereof up to and including the date hereof and does hereby waive and release any and all rights that the undersigned now has or may have to levy or place any mechanics' lien, attachment lien, judgment lien, or execution lien on or against the real property described above for any existing indebtedness of the owner of said real property to the undersigned.

In the event the undersigned does not receive actual payment for the labor, materials, or services which is the subject hereof, the signing of this waiver shall not constitute a release of any lien rights for said labor, materials, or services.

IN WITNESS WHEREOF, individually and on behalf of the undersigned, with full authority, I have executed this instrument effective the _____ day of _____, 20__.

Signature of Contractor

Date

SUBSCRIBED AND SWORN TO BEFORE ME
THIS ____ DAY OF _____, 20__

NOTARY PUBLIC, STATE OF WISCONSIN
My Commission Expires: _____, 20__

***** OFFICE USE ONLY *****

1. Date of Application and Certificate for Partial or Full Payment: _____
2. Invoice Number (if applicable) _____
3. Amount of Request: \$ _____

APPENDIX D-3 - FINAL PAYMENT, GENERAL RELEASE AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

That _____, with an office located at _____, in consideration of the payment of \$_____ representing the final payment under the contract dated _____, 2024, between the undersigned and the County of Menominee (the "County") covering the design, engineering, procurement, construction or performance of services at (or for) the County, does hereby certify and warrant that it has been fully paid on account of said contract and does further certify and warrant that it has fully paid and satisfied all claims for work, labor, materials, supplies, equipment, and all other items used or furnished by the undersigned or its subcontractor or material men in the performance of said contract.

The undersigned, in consideration of the final payment being made by the County pursuant to such contract, does hereby release and forever discharge the County from any right of lien it may have against the County under said contract and the undersigned here by agrees to defend, indemnify, and hold harmless the County from and against all claims, demands, and abilities arising out of labor performed or material and equipment supplied by the undersigned or by its subcontractors or suppliers in connection with the performance of said contract.

In addition, the undersigned agrees to reimburse the County for any excess payments made by it to the undersigned, which may be discovered as a result of the County's audit of the aforementioned contract.

IN WITNESS WHEREOF, individually and on behalf of the undersigned, with full authority, I have executed this instrument effective the ____ day of _____, 20__.

SUBSCRIBED AND SWORN TO BEFORE ME
THIS ____ DAY OF _____, 20__

Signature of Contractor

NOTARY PUBLIC, STATE OF WISCONSIN
My Commission Expires: _____, 20__

Date

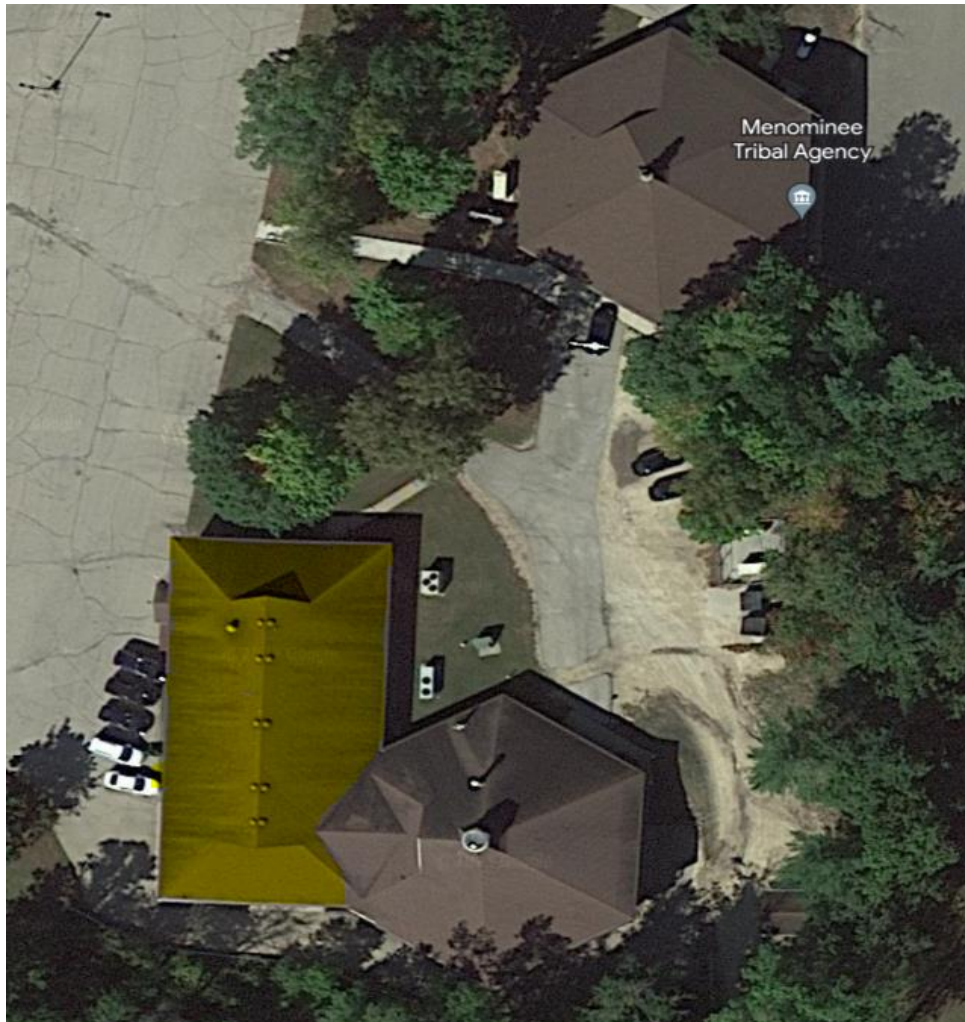
***** OFFICE USE ONLY *****

1. Date of Application and Certificate for Partial or Full Payment: _____
2. Invoice Number (if applicable) _____
3. Amount of Request: \$ _____

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APPENDIX "E" - HUMAN SERVICES LOCATION

The existing Human Services Building is located at W3272 Wolf River Road, Keshena, Wisconsin. It is approximately 2.79 miles north of the Menominee-Shawano County Line, or 2.3 miles north of the Menominee Casino Resort, as you follow STH 47/55 north. As you are heading north on STH 47/55, turn left after passing the Standing Cedar's Convenience Store. Turn right onto Wolf River Drive. Turn left into the second parking lot. The Human Services Building will appear to the left. Refer to the aerial map below for more details.



Highlighted area is not to scale and is shown for illustrative purposes only.