

1. Insurance Requirement

Minimum Scope and Limits

- A. Architects, Engineers, Other professionals – Errors & Omissions (Professional Liability) coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project. If the «VendorContractor» changes insurance carriers and this policy is provided on a “claims made” basis, the «VendorContractor» will secure the appropriate coverage extension to provide coverage to the project for a periods of at least two years following the completion of the project.
- B. Commercial General Liability coverage with limits of no less than the following:
 - 1. General aggregate limit per project (Other than Products-Completed Operations) \$2,000,000
 - 2. Products-Completed Operations Aggregate per project \$1,000,000
 - 3. Personal and Advertising Injury Limit \$1,000,000
 - 4. Each Occurrence Limit \$1,000,000
 - 5. Fire Damage Limit-any one Fire \$ 50,000
 - 6. Medical Expense Limit-any one Person \$ 10,000
- C. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
- D. Worker’s Compensation and Employers Liability Insurance with sufficient limits to meet underlying Umbrella Liability Insurance requirements.
- E. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 annual aggregate, and a maximum self-retention of \$10,000.

Other Requirements

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a Best’s Insurance Reports rating of no less than A and a Financial Size Category of no less than a Class VI, authorized as an admitted insurance company in the State of Wisconsin.
- B. Certificates of Insurance acceptable to Dodge County shall be submitted prior to commencement of the work. Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days’ prior written notice has been given to Dodge County.
- C. Dodge County, Dodge County’s elected and appointed officials, and Dodge County employees shall be named as additional insureds on all liability policies for liability arising out of project work. Please provide a copy of this endorsement with your certificate of insurance.

2. General RFP Information

- A. Dodge County requires a high level of service from any «VendorContractor» who is looking to do business with the County. Quality, service, and price are all critical factors that Dodge County considers when doing business and in continuing business with «VendorContractor»s. This is

especially important when it comes to the requirements of this request. Dissatisfaction due to product or performance may result in Dodge County discontinuing service with a «VendorContractor».

- B. Dodge County is a tax-exempt municipality under Section 77.54(9a) (b), Wis. Stats.
- C. Successful «VendorContractor»(s) shall provide a certificate of insurance, including naming Dodge County, its officers, elected officials and employees as Additional Insureds, upon proposal award.
- D. All proposals shall be binding for ninety (90) calendar days following the proposal opening date unless the «VendorContractor»(s), upon the request of the County, agrees to an extension.
- E. Payment for services will be made to successful «VendorContractor»(s) contingent upon County's acceptance and approval of all work done and/or products provided, or services rendered. Acceptance as herein means acceptance by the County of all work performed or products provided and services rendered, after the department's authorized agent has found it to be in compliance with the specification requirement. Fuel surcharges or surcharges of any kind will not be allowed.
- F. «VendorContractor»s may withdraw their proposal at any time before the proposal due date and time by written request for withdrawal to the Purchasing Agent and by presenting proper identification upon request. **Faxed and emailed proposals will be rejected. Late proposals will not be accepted.**
- G. Dodge County's [Standard Terms and Conditions](#) are applicable to this request and are hereby made a part of it.
- H. RFP Requests, Updates, and Addenda are available on the [Dodge County website](#) and [Demandstar](#). It is the «VendorContractor»s responsibility to view the RFP document, check for updates, and to retrieve any addenda prior to submitting a response to this request. Failure to do so in no way obligates the County to issue addendum or other information concerning this request to the «VendorContractor».
- I. All questions resulting in further clarification or modification to this (RFP) document will be handled by written addenda. Questions shall be directed to the Purchasing Division via email to tsteinbach@co.dodge.wi.us. Questions must be asked at least five (5) business days prior to the proposal due date. Questions received after this time may not be answered. Any changes as a result of issues raised will be made by written addenda and posted on the [Dodge County website](#) and [Demandstar](#). It is the «VendorContractor»'s responsibility to check the website for addenda prior to submitting your proposal. Oral and other interpretations or clarifications will be without legal effect.
- J. Dodge County assumes no responsibility or liability for any error or omission in any part of this RFP or resulting design. Prior to the deadline for questions, a «VendorContractor» shall notify Dodge County of any error, omission, inconsistency or other factor which requires clarification

that is discovered while reviewing the documents or preparing a proposal. Such notification shall be made in writing to Dodge County's Purchasing Office.

- K. «VendorContractor»s responding to this request shall include with the proposal a proposed contract covering all the terms, conditions and specifications for the performance of all work for this request. Proposed contract shall incorporate at a minimum the County's terms and conditions and the contract requirements contained herein.
- L. Proposers shall list any consultants or subcontractors that may be used to complete this project.
- M. No reimbursement will be made by the County for any cost incurred in preparing responses to this solicitation, or for cost incurred before a formal notice to proceed is issued if a contract is awarded.
- N. Dodge County shall be the owners of any and all of the reports, plans, specifications and documents resulting from this RFP and the «VendorContractor» shall provide both digital and hard copies of all reports, plans, and documents as indicated in this RFP to Owner in a format usable to the County. Awarded «VendorContractor»(s) shall also waive any rights to copyright protection so Owner may reproduce, distribute, and use all reports, plans, specifications, and documents as it so chooses.
- O. Any proposal/response and any and all supporting materials submitted in conjunction with this request will become a public record, subject to public inspection. Records will not be released via open records request until the contract for the project has been signed.
- P. Confidentiality and Security – This document or any portion thereof may not be used for any purpose other than the submission of proposals. The successful «VendorContractor» must agree to maintain security standards consistent with the confidentiality and security policies of Dodge County and any applicable state or federal laws or regulations. These include strict control of access to secure areas, sensitive data and maintaining confidentiality of information gained while carrying out their contractual obligations. The successful «VendorContractor» will be required to ensure that all «VendorContractor»'s personnel providing services to the County which require access to secure and confidential Dodge County information or facilities, meet the criteria for personal security clearance prescribed by Dodge County. Dodge County reserves the right to deny access to any individual that is not fully compliant with security criteria without disruption to timeline or adjustment to project cost.
- Q. Dodge County reserves the right to require background checks for any employee or subcontractor employee involved in this project from the awarded «VendorContractor»(s).
- R. Unpublished information pertaining to Dodge County or its employees obtained by the «VendorContractor» as a result of participation in this RFP or resulting contract is confidential and must not be disclosed without written authorization from Dodge County Corporation Counsel or pursuant to a court order.
- S. INDEMNIFICATION Dodge County requires any contract or agreement to contain an indemnification clause in which the «VendorContractor» holds harmless Dodge County, its

officers, elected officials and employees harmless from and against any and all claims arising from contracts between the «VendorContractor» and third parties made to effectuate the purposes of this RFP. Dodge County will not agree to mutual indemnification or to indemnify the «VendorContractor».

- T. NON-COLLUSIVE STATEMENT Each «VendorContractor», by submitting a response, certifies that it is not a party to any collusive action with Dodge County personnel and/or «VendorContractor»s. Each «VendorContractor» also certifies that it is not a party to any collusive action with any other party submitting a proposal in response to this solicitation.
- U. Dodge County reserves the right to reject any or all proposals or parts thereof, to waive any technicality in any proposal and accept any proposal deemed to be the most advantageous to the County. It is possible that multiple awards may be made through this RFP process.
- V. This request and possible resulting contract shall be interpreted under the laws of the State of Wisconsin. Any disputes or claims that arise under this contract shall be litigated in the Circuit Court of Dodge County, WI.