Request for Proposal (RFP)

For

Vehicle Maintenance Services

Posting Date: October 28, 2013



Response Deadline: November 18, 2013 3:00 p.m. Central Standard Time (CST)

To:

Lieutenant James Albright Marinette County Law Enforcement Center 2161 University Drive Marinette, WI 54143

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I. BACKGROUND

The Marinette County Sheriff's Department is requesting sealed proposals to establish a pre-qualified list of vendors to provide periodic engine oil change, lubrication, tire inspection, and annual preventative maintenance services for approximately 39 vehicles consisting of 17 cars, 16 SUVs, 4 trucks and 2 vans. Multiple contracts for oil changes and lubrication services may be awarded based on geographical location or other factors.

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

The requirements listed herein should be met by all vendor proposals. In instances where the proposal differs from these requirements, Vendor shall note the difference and describe in detail how their proposal will meet the County's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the vendor's proposal at the County's discretion.

Marinette County shall not be liable for any losses incurred by the contractor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the contractor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m. RFP questions due by 10:00 a.m. RFP questions answered by 4:30 p.m. RFP responses due from potential vendors at 3:00 p.m. October 28, 2013 November 4, 2013 November 11, 2013 November 18, 2013

III. RFP DUE DATE

Proposals shall be submitted to Lieutenant Albright by no later than **3:00 p.m. central time on Monday, November 18, 2013.** Proposals shall be clearly labeled **Vehicle Maintenance Services** and submitted to the location/address listed below.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X: Lieutenant James Albright Marinette County Sheriff's Department 2161 University Drive Marinette, WI 54143 Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

IV. RFP QUESTIONS

All questions related to this RFP must be submitted not later than 10:00 a.m. CST, November 4, 2013, via e-mail to jalbright@marinettecounty.com. Clearly mark the e-mail "Questions for Vehicle Maintenance Services." Phone call or faxed questions will not be accepted.

Answers to questions will be posted in the form of an addendum to the RFP and placed on the Marinette County website <u>http://www.marinettecounty.com</u> on November 11, 2013, not later than 4:30 p.m. CST. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7419.

V. RFP SUBMISSION REQUIREMENTS

One original response and one copy are required to be submitted. All proposals must be sealed and include the following in the order listed.

- **1. Proposal Response Summary Page.** Complete and sign Attachment A, Proposal Response Summary Page. All costs are to be enumerated on this form. The vendor must specify the total cost of each service.
- **2. Company Information.** The company information section must include the following.
 - a. Number of years in business
 - b. Number of staff and staff experience
 - c. Hours of service available
- **3. Statement of Understanding.** Vendor must complete Attachment B, Statement of Understanding. A signed copy must be submitted with the response.
- **4.** Addendum Sheet. If addenda items exist, Attachment C Addendum Sheet must be completed, signed, and submitted with the response.

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

VI. PROPOSAL FORMAT

Proposals shall be typewritten on standard $8\frac{1}{2}$ " x 11" paper. Larger paper is permissible for charts, spreadsheets, or similar documents.

Proposals should be prepared in a simple, cost effective format providing a straightforward concise description of the vendor's capabilities to satisfy the requirements of the RFP. The use of elaborate materials and the inclusion of additional information that has no direct bearing on the project are not desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

VII. SCOPE OF SERVICES

The Marinette County Sheriff's Department is requesting sealed proposals to establish a pre-qualified list of vendors to provide periodic engine oil change, lubrication, tire inspection, and annual preventative maintenance services for approximately 39 vehicles consisting of 17 cars, 16 SUVs, 4 trucks and 2 vans. Multiple contracts for oil changes and lubrication services may be awarded based on geographical location or other factors. The Marinette County Sheriff's Department does not guarantee any specific or minimum quantity of vehicles to be serviced.

Engine Oil Changes

The oil and filter shall be changed on every vehicle up to 1 ton on a 5,000 mile interval or every 4 months whichever occurs first. Contractor shall utilize up to six quarts of a major brand oil. Examples of major brand include Castrol, Valvoline, Quaker State, and Mobil 1 semi-synthetic 10W-30 oil. Contractor shall utilize a major brand oil filter. Examples of major brand filters include ACDelco, Motorcraft, Fram, and Purolator. At every oil change Contractor shall check and replenish all fluids. All oil changes must be completed within 30 minutes of scheduled start time.

Air Filter

Contractor shall check the air filter at every oil change and replace as necessary. Filter shall be replaced at least once per year regardless of mileage.

Lubrication

At every oil change the Contractor shall perform the following lubrication services. Lubricate all joints equipped with grease fittings or plugs, lubricate all body mounts and rubber mounts and bushings with an approved lubricant to eliminate squeaks and binding, check and top off all fluids, including washer fluid. At least once per year the Contractor shall also lubricate all lock cylinders, door, hood, and trunk hinges and inspect all weather-stripping.

Tires

At every oil change the Contractor shall check the tires for proper wear and inflation, aging, and shall rotate tires. Contractor shall inflate the tires to 5 PSI under the maximum pressure indicated on the sidewall of the tire. For example if the sidewall of the tire indicated the maximum pressure is 35 psi cold the contractor shall set the tire at 30 psi cold. Contractor shall notify the Fleet Manager of any vehicle with unsafe or questionable tires.

Automatic Transmission Fluid

Automatic transmission fluid and filter shall be changed every 30,000 miles. The change shall be a full fluid change.

Manual Transmissions and Drive Axles

The fluid in manual transmissions and drive axles shall be replaced every 75,000 miles with fluid meeting the exact specifications of the OEM for that particular make and model.

Brake Fluid

Contractor shall flush old fluid every three years and replace with new fluid meeting the OEM specifications and bleed the brakes system to insure clean and new fluid throughout the system and its proper operation.

Preventative Maintenance Inspection

The Contractor shall perform a preventative maintenance inspection when scheduled and ideally at least once per year. This Inspection shall be performed by a fully certified, ASE line mechanic and shall cover the following items/components:

- Brake system operation & condition including wheel bearings
- Cooling system inspection and test and/or replace antifreeze
- Tires inflation & condition
- Transmission operation and fluid level & condition check
- Drive axle(s) operation and fluid level & condition check
- Suspension and steering condition & operation
- Glass condition and window operation
- Air conditioning, heating and defrost operation
- Exhaust system condition & operation
- Belts and hoses
- Check for leaks in engine, transmission, rear end or drive unit
- Electrical and charging system operation & condition
- Body & paint condition and operation, including weather-stripping
- Inspect for missing, faded, or peeling indentifying decals

Reports

Reports shall be generated for any service activity on a Marinette County vehicle. The Contractor shall provide a copy of the report to the vehicle operator and a copy shall be sent to the Fleet Manager within three (3) business days. The reports shall provide complete detail of the reason for service, the findings and any parts or materials used and fully identify the vehicle on which the service was performed.

VIII. PAYMENT

Payment by the County for the services will only be made after the services have been performed and accepted by the authorized County representatives. Itemized billings shall be submitted upon completion containing the VIN for each vehicle. It is preferred that all invoices and statements are sent via email to jalbright@marinettecounty.com and folson@marinettecounty.com. Monthly statements shall be submitted with a listing of all Repair Order Numbers, cost, and date identified. Payment will be made

within thirty (30) days after receipt of monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction.

IX. CONTRACT TERM

The contract shall start on January 1, 2014 and expire on December 31, 2014. The vendor may provide a contract to be approved by Marinette County Corporation Counsel. If the vendor does not provide a contract, the vendor shall be required to sign a contract similar to Attachment D.

X. FINANCIAL VERIFICATION

Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject Proposals based on information obtained through these background checks.

XI. OTHER

The Vendor will hold harmless the County, its officers, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright. The Vendor further asserts that the equipment and software proposed does not infringe on any U.S. patent or copyright.

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

WORKERS COMPENSATION INSURANCE:

Vendor shall provide statutory workers compensation insurance coverage for its employees who will not be considered employees of Marinette County in any way.

AUTO LIABILITY INSURANCE:

Vendor shall provide a minimum of \$1,000,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including non-owned and hired.

GENERAL LIABILITY INSURANCE:

Vendor shall provide a minimum limit of \$1,000,000 per occurrence broad form coverage.

ADDITIONAL INSURED

The vendor agrees that all liability coverage policies shall name Marinette County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

ADDITIONAL INSURED

The vendor agrees that all liability coverage policies shall name Marinette County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

WAVIER OF SUBROGATION

Insurers shall waive all subrogation rights against Marinette County on all policies required under this section.

CANCELLATION NOTICE

Marinette County will be given 30 day notice in advance of cancellation, non-renewal, or material change in coverage.

PROOF OF INSURANCE

Valid Certificates of Insurance shall be issued to Marinette County prior to the execution of the contract.

XII. PROJECT CHANGES

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XIII. ATTACHMENTS

Proposal Response Summary Page, Attachment A Statement of Understanding, Attachment B Addendum Sheet, Attachment C Sample Contract, Attachment D

ATTACHMENT A VEHICLE MAINTENANCE SERVICES PROPOSAL RESPONSE SUMMARY PAGE

Business	Name:	

The below cost are the full costs that will be charged to Marinette County for the services listed in the request for proposals.

Do you accept MasterCard? YES ____ NO ____

2014 SUV, to be determined

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

2014 Truck, to be determined

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

2013 Ford Utility Interceptor

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

2013 Ford F150

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$

3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

2012 Chevy Tahoe

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

2012 Dodge Mini Van

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

2011 Ford Crown Victoria

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

2010 Ford Crown Victoria

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$

5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

2010 Ford Expedition

	SERVICE DESCRIPTION	UNIT COST	
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$	
2	Air filter change	\$	
3	Routine Lubrication	\$	
4	Full Services Lubrication, Annual	\$	
5	Transmission Full Flush & Filter	\$	
6	Replace Manual Transmission Fluid & Drive Axles	\$	
7	Flush and Bleed Brake System	\$	
8	Preventative Maintenance Inspection, Annual	\$	
9	Diagnostic Scan	\$	

2010 Ford F150

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

2008 Ford Crown Victoria

	SERVICE DESCRIPTION	UNIT COST	
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$	
2	Air filter change	\$	
3	Routine Lubrication	\$	
4	Full Services Lubrication, Annual	\$	
5	Transmission Full Flush & Filter	\$	
6	Replace Manual Transmission Fluid & Drive Axles	\$	
7	Flush and Bleed Brake System	\$	
8	Preventative Maintenance Inspection, Annual	\$	
9	Diagnostic Scan	\$	

2006 Chevy Malibu

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$

[7	Flush and Bleed Brake System	\$
	8	Preventative Maintenance Inspection, Annual	\$
ſ	9	Diagnostic Scan	\$

2004 Ford F150

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	SERVICE DESCRIPTION	UNIT COST	
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$	
2	Air filter change	\$	
3	Routine Lubrication	\$	
4	Full Services Lubrication, Annual	\$	
5	Transmission Full Flush & Filter	\$	
6	Replace Manual Transmission Fluid & Drive Axles	\$	
7	Flush and Bleed Brake System	\$	
8	Preventative Maintenance Inspection, Annual	\$	
9	Diagnostic Scan	\$	

1995 Winnebago

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

1988 Pontiac Bonneville

	SERVICE DESCRIPTION	UNIT COST
1	Oil & filter change up to 6 quarts and tire inspection & rotation	\$
2	Air filter change	\$
3	Routine Lubrication	\$
4	Full Services Lubrication, Annual	\$
5	Transmission Full Flush & Filter	\$
6	Replace Manual Transmission Fluid & Drive Axles	\$
7	Flush and Bleed Brake System	\$
8	Preventative Maintenance Inspection, Annual	\$
9	Diagnostic Scan	\$

Specify in detail and state price for all other charges not included above. No charge will be allowed under the contract, which is not stated in this proposal.

Do you offer volume discounts?	YES	NO
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If volume discounts are offered, please explain in detail below. The markdown must be noted along with the criteria used to determine if a discount applies.

Business Name			
Phone	Fax	Email	
Name of Proposer/	Title		
Signature		Date	

ATTACHMENT B VEHICLE MAINTENANCE SERVICES Statement of Understanding of Proposal

Vendor name			
Vendor's addre	255		
City	State	Zip code	
	n's name & pos	ition	

Vendor's Phone number

Vendor's Fax Number

We have read the County's Request for Proposals (RFP) for vehicle maintenance services and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for servie/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

Signature of vendor or vendor's Representative

Date

ATTACHMENT C VEHICLE MAINTENANCE SERVICES ADDENDUM SHEET

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

Vendor Name: _____

The undersigned acknowledges receipt of the following addenda:

Addendum #1	Initials
Addendum #2	Initials
Addendum #3	Initials
Addendum #4	Initials
Addendum #5	Initials

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name

Signature

Date_____

All vendors are responsible to check for addenda posted on the county website at <u>www.marinettecounty.com</u> for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT D

MARINETTE COUNTY SAMPLE AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and ______, hereinafter referred to as VENDOR, for the purpose of ______.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: Whose principal business address is:

Name Department Address Marinette WI 54143

VENDOR agent and contact person is:

Name: Title: Company: Address: City, State: Telephone:

- 2. VENDOR agrees the following services, as set forth in the response to the Request for Proposal (RFP) dated ______ will be provided to Marinette County.
- 3. VENDOR agrees to present manufacturer's literature regarding materials & warranty.
- 4. Start/Completion dates to be determined.
- 5. COUNTY agrees to the following:
 - Payment Terms COUNTY will pay the VENDOR within 30 days of receipt of an invoice.
- 6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
 - VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.
 - COUNTY will pay no fringe benefits or other compensation to VENDOR.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$1,000,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

- 8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette 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 fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
- 9. This contract may be amended in writing by mutual agreement of both parties at any time.
- 10. This agreement shall be governed by the laws of the State of Wisconsin.
- 11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

VENDOR

Date

Kathy Brandt, County Clerk