BARRON COUNTY, WI

NOTICE TO PROPOSER

ADDENDUM NO. 2

Solicitation Number 2026-401

Request for Proposal
by Barron County, WI
for Roadway Management and Geo Stabilization Solutions, and Related Products and Services

This Addendum No. 2 amends the Request for Proposals (RFP) for Roadway Management and Geo Stabilization Solutions, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Barron County, WI ("County") is soliciting proposals from qualified proposers to enter into a Master agreement for a complete line of Roadway Management and Geo Stabilization Solutions, and Related Products and Services. Addendum No. 2 is hereby issued as follows:

CHANGES TO RFP

Section 6. G. Exclusions – Revise and replace the section with the following:

G. Exclusions

The Proposer shall not solely perform professional engineering services under this contract as a balance of line offering. Incidental or other services that are part of the scope may be included at the discretion of the Participating Public Agency. Services that cannot be performed as stand-alone offerings include:

- Engineering analysis
- Geotechnical engineering
- Slope stability analysis
- Engineering design
- Preparation of plans and specifications.
- Structural design
- Preparation of sealed reports
- Services requiring a professional engineer's seal or certification
- Regulatory permitting prepared by licensed design professionals

Any services requiring professional engineering shall be provided separately by the County or by others under separate contract.

QUESTIONS AND ANSWERS RECEIVED

Question 1

As a vendor, we already are registered on other cooperative purchasing agreements for similar services, and some clients utilize those agreements at their preference. Other clients require procurements for these types of services to follow an RFP process through their own agency, and we cannot convince them to use cooperative purchasing. In light of these realities, can you clarify the requirement that the Master Agreement be the Supplier's primary "go to market" strategy?

> **Answer 1 –** Vendor(s) may propose an exception to this language within their response.

Question 2

RFP p.9 states: 'Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.' Does the term 'Participants' in this provision refer to Participating Public Agencies only, or does it also extend to proposers who wish to identify required terms and conditions arising from their specific products, services, and pricing methodologies at the time of proposal submission?

> **Answer 2** – This reference to 'Participants' refers to Participating Public Agencies.

Question 3

Section 9 of the Master Agreement states: 'The awarded Proposer and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Agreement.' Are any Master Agreement terms categorically prohibited from modification in a supplemental agreement between the awarded Proposer and a Participating Agency? If so, which terms are non-modifiable?

> **Answer 3** – The intent is for awarded Proposers to utilize the terms and conditions in the Master Agreement and overlay additional terms and conditions that are required by either the Participating Public Agency or the awarded proposer wherein both parties agree to those additional terms and conditions. Participating Public Agencies however may modify the terms and conditions of the Master Agreement as agreed to by the awarded Proposer and there are not items that are categorically prohibited from modification with the exception that the pricing is not-to-exceed, unless the awarded Proposer's risk is altered as indicated in the RFP and below.

Question 4

Exhibit A §2.5 provides that Participating Agencies may request a supplemental agreement to further define service requirements, and that where supplemental terms create additional risk and cost for Supplier, pricing above the not-to-exceed rates may be negotiated. Where a proposer's pricing methodology or service delivery model requires specific terms and conditions to be operative — for example, terms governing design-build scope, prevailing wage compliance, or permit responsibilities — may those terms be identified and proposed in the proposal response for incorporation into the Master Agreement or supplemental agreements with participating agencies?

Answer 4 – Proposers should look at page 17, under Tab 6 ABILITY TO PERFORM, subsection j. which states that ‘If a Proposer requires additional agreements, a copy of the proposed agreement must be included with the proposal.’ This additional agreement will not be included under the Master Agreement but will be available for Participating Agencies under supplemental or usage agreements with awarded Proposer(s), as noted in section 6. Scope of Services. If there are certain terms that may alter the awarded Proposer’s risk, and therefore pricing, the proposer may indicate that as part of their response and negotiate additional pricing with the Participating Public Agency. Section 1.4 of Exhibit A, Attachment A indicates that “In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier.”

Question 5

A vendor holding Professional Engineer licensure and serving as Engineer of Record on geohazard mitigation and slope stabilization projects nationwide faces the following ambiguity in §6.G. Section 6.G excludes professional engineering services, while the Permits and Licenses clause requires the awarded contractor to secure all permits required by law. For specialty geotechnical construction — soil nailing, micropiles, tiebacks, rockfall systems, and ground improvement — most state contractor licensing boards and highway authorities require PE-stamped construction documents as a legal condition of permit issuance prior to commencing work. (a) Does the County intend §6.G to exclude PE-stamped construction drawings and geotechnical documentation that are legally required as a condition of permit issuance — where such engineering is performed by the contractor's own licensed PE, produces no separate professional services line item in the pricing schedule, and is priced entirely within the contractor's installed unit or crew rate as incidental to construction? (b) Conversely, is §6.G intended solely to exclude standalone professional engineering billed as a separate deliverable or line item, independent of a construction scope?

Answer 5 - The intent of section 6.G. Exclusions is solely to exclude standalone professional engineering billed as a separate deliverable or line item, independent of a construction scope. See Changes To RFP in this Addendum 2.

Question 6

Section 6.H expressly invites proposers to offer their 'complete product and service solution / a balance of line for roadway management and geo stabilization solutions.' For integrated design-build delivery of specialty geotechnical systems, contractor-produced PE-stamped construction drawings are an intrinsic component of the installed work — required by the Authority Having Jurisdiction as a condition of the building or encroachment permit — and are not offered as a separate professional service. Does the County confirm that a proposer may include PE-stamped construction documents within its §6.H balance-of-line construction service offering, provided that: (i) no professional engineering services appear as a separate line item in the pricing schedule, (ii) the engineering cost is embedded within the contractor's installed system pricing, and (iii) the contractor's licensed PE serves as Engineer of Record for permit compliance purposes only?

> **Answer 6** – Proposer(s) may include PE-stamped construction documents within its section 6.H balance of line construction service offering, unless indicated otherwise by a Participating Public Agency, provided that: (i) no professional engineering services appear as a separate line item in the pricing schedule, (ii) the engineering cost(s) are embedded within the awarded Proposer’s installed system pricing, and (iii) the awarded Proposer’s licensed PE serves as Engineer of Record for permit compliance purposes only.

Question 7

Where a Participating Public Agency retains its own engineer or consultant who specifies particular materials, installation tolerances, QA/QC protocols, or system dimensions that differ from the contractor's standard design-build approach — and the contractor is therefore constructing to another engineer's design rather than serving as Engineer of Record — the contractor cannot effectively pre-price those variables within a not-to-exceed rate structure, as the specifying engineer controls cost-driving design decisions outside the contractor's control (material specifications, testing requirements, submittal requirements, additional QA/QC protocols, control of work requirements). How does the County intend for task orders involving a third-party specifying engineer to be handled under the Master Agreement pricing structure? May the contractor and participating agency negotiate task-order-specific pricing in such instances, separate from and in lieu of the not-to-exceed schedule rates?

> **Answer 7** – Proposers should reference Tab 5 – Availability of Products and Pricing, subsection d. and indicate their utilization of a unit price book and their coefficient(s), hourly rates, discount off pricing, or other pricing mechanism. The contractor and Participating Public Agency may negotiate task-order-specific pricing in any instances like the above. Proposer should indicate what is or is not included in the set not-to-exceed pricing and that additional non-pre-priced variables that are at the request of the Participating Public Agency may alter and increase the proposer’s price.

Question 8

Section 20 requires that applicable Davis-Bacon prevailing wage determinations be incorporated into federally funded task orders. Federal regulations at 23 CFR 635.117(f) require that the appropriate wage rates be identified in the bidding documents, specifying 'that such rates are a part of the contract covering the project.' Given that this Master Agreement covers services in all states and counties nationwide, and that applicable wage determinations vary by county and by work classification, does the County intend for the applicable Davis-Bacon wage determination to be attached at the task order level via supplemental agreement at the time of issuance? If not, this solicitation would require attachment of all applicable heavy/highway wage determinations for every county in the United States to be federally compliant at the Master Agreement level.

Answer 8 – Applicable Davis-Bacon wage determination(s) should be attached at the task order level via supplemental or usage agreement at the time of issuance by a Participating Public Agency.

Question 9

Project-specific bonding requirements for geohazard mitigation and slope stabilization work vary significantly based on project size, funding source, and participating agency requirements — federal-aid projects, FEMA-funded emergency work, and agency-specific procurement rules each carry different bonding thresholds and requirements. (a) What performance and payment bond requirements, if any, are mandated under the Master Agreement — are bonds required on all task orders, on task orders above a specified dollar threshold, or only where required by the participating agency's own procurement rules? (b) Given the variability in bonding requirements, may proposers include bond costs as a separately stated percentage or line item at the task order level, rather than embedding bond costs within not-to-exceed unit rates at the Master Agreement level?

Answer 9 – Proposers should reference the Bid Guarantee section found on page 56 of 114 in the FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS. Bonding is not required on all task orders and bonding requirements will be determined by the Participating Public Agency. Proposers may include bond costs when submitting their pricing proposal and should indicate how these costs will be presented to Participating Public Agencies.

Question 10

To assist participating agencies in determining federal-aid reimbursement eligibility on Federal-aid routes, has Barron County sought review from FHWA regarding this contract structure? Under 23 CFR 635.605(a), 'FHWA's construction contracting requirements will apply to all ID/IQ contract work orders if any ID/IQ contract work orders are funded with Title 23, U.S.C. funds,' and the Division Administrator's approval of ID/IQ procurement procedures may not be delegated. For multiple-award scenarios specifically, 23 CFR 635.604(a)(5) requires that 'the issuance of work orders must be based on lowest cost or lowest cost plus time' — a constraint that may affect how participating agencies structure task order selection on federally funded routes. Additionally, under 23 CFR 635.603(b), this subpart 'does not apply to engineering and design service contracts, to which 23 CFR part 172 applies' — meaning the classification of this contract as construction versus engineering services is dispositive for which federal procurement requirements govern. Has FHWA weighed in on the appropriate classification? If not, are participating agencies expected to seek individual FHWA Division Administrator review before relying on FHWA-ER reimbursement for task orders on Federal-aid routes? Proactively obtaining FHWA's review at the Master Agreement level would provide consistent reimbursement certainty to all participating agencies rather than requiring each county to seek that determination independently.

Answer 10 – Since there is no current or pending project, the County has not sought FHWA review of classification for contract structure. Participating Public Agencies choosing to utilize this contract should seek FHWA Division Administrator or other necessary reviews before relying on FHWA-ER reimbursement or other federal reimbursement for their project(s).

Question 11
The solicitation does not address NEPA environmental review, Section 106 historic properties consultation (NHPA), Army Corps of Engineers Section 404 permitting, or right-of-way authorization for work on or adjacent to public highway corridors. For task orders funded by federal-aid programs: (a) which party — the contractor or the participating agency — is responsible for NEPA categorical exclusion documentation, Section 106 consultation, and right-of-way authorization prior to commencement of work? (b) Will the Master Agreement include provisions for schedule relief and equitable adjustment when environmental review or right-of-way acquisition delays task order performance beyond the contractor's control?

Answer 11 – Unless otherwise indicated by the Participating Public Agency, the Participating Public Agency is responsible for categorical exclusion documentation. For task orders funded by federal-aid or other programs, the awarded Proposer and Participating Public Agency may work together to add any additional contract provisions, through a supplemental or local agreement, that may be necessary to complete the project. The proposer may also include any proposed service agreements as part of their response that incorporate additional terms and conditions they may require.

Question 12
FHWA Form 1273 (Required Contract Provisions for Federal-Aid Construction Contracts) is referenced in the solicitation but a completed form is not attached as an exhibit. For participating agencies intending to use federal-aid funding on task orders under the Master Agreement, will FHWA Form 1273 be incorporated at the task order level via supplemental agreement, or must it be included in the Master Agreement at award? Will an executed Form 1273 be issued by addendum prior to proposal submission?

Answer 12 – Barron County will not issue an executed FHWA Form 1273. Participating Public Agencies, as needed, may execute Form 1273 at the task order level via supplemental or local agreement.

Question 13
During the pre-bid conference, County representatives indicated that certain OMNIA Partners exhibits are provided as examples only. The RFP contains proposal submittal requirements across Tabs 1–7, and OMNIA's Exhibit A contains additional vendor submittal requirements. The solicitation does not include a consolidated bid checklist that clearly distinguishes required submittals from illustrative examples. Would the County please issue, by addendum, a consolidated bid checklist that identifies: (a) which documents and exhibits

are required at proposal submission versus provided as examples only, (b) the required format and sequence for the proposal response package, and (c) which OMNIA Exhibit A items are mandatory versus illustrative?

Answer 13 – Pursuant to Section 12. Proposal Instructions Tabs 1-7 serve as the minimum content of the proposal. Exhibits A, F, and G on Attachment A should be included as part of the respondent's proposal along with any exceptions.

Question 14
Section 20 permits proposers to designate proprietary information as excluded from Wisconsin Public Records Law disclosure. For pricing schedules, unit rate structures, cost methodologies, and service territory information submitted as part of Tab 5, may proposers designate those materials as proprietary and confidential? If so, what is the required form and placement of that designation within the proposal?

Answer 14 – Barron County does not consider pricing, unit rate structures, cost methodologies and service territory information submitted as proprietary and confidential information and awarded Proposers submittals, including these details are intended to be posted publicly. Proposers may indicate as part of their response that they do not wish for pricing to be posted on OMNIA Partner's website.

Question 15
Does the County anticipate making a single award or multiple awards under this solicitation? If multiple awards are contemplated, will participating agencies be permitted to select a contractor directly based on qualifications for a given scope of work, or will a secondary competition among awardees be required?

Answer 15 – Barron County anticipates making multiple awards under this solicitation. Participating Public Agencies will have discretion on how they select from the awarded proposers.

Question 16
Exhibit A references OMNIA Partners' ecommerce platform OPUS and potential technology integration. (a) Are there additional fees to Supplier for the OMNIA technology platform beyond the 3% Administrative Fee stated in Section 11 of the Administration Agreement? (b) For emergency response and specialty geotechnical construction services — where project delivery is field-driven and not catalog-based — is ecommerce/OPUS catalog integration a mandatory requirement or optional?

Answer 16 – There are no additional mandatory fees to Supplier beyond the 3% Administrative Fee. The OPUS ecommerce platform is optional.

Question 17
The Administration Agreement requires Administrative Fee payment on a monthly calendar basis tied to Contract Sales Reports. For geohazard mitigation and specialty construction

services, project invoicing and payment cycles differ materially from point-of-sale product transactions — work is invoiced upon completion and payment from participating agencies may lag 30–90 days. Will OMNIA Partners confirm that Administrative Fee payments are due within 30 days of Supplier's receipt of payment from the participating agency, rather than accruing on a calendar-month basis regardless of whether the Supplier has been paid?

Answer 17 – Awarded Proposer(s) Contract Sales Report should include sales for which the Supplier has received payment.

Question18
Also, if you can advise if Barron County WI uses any particular PMS for their pavement data? In relation to sections: A.a. Roadway Inspection and Reporting, A.b. Roadway Asset Inventory Support.

Answer 18 – Barron County visually inspects their roads and then uploads that information into the Wisconsin Information System for Local Roads (WISLR) biannually. Barron County does not currently use a specific PMS system.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

RECEIPT OF ADDENDUM NO. 2 - ACKNOWLEDGEMENT

Proposer shall acknowledge this addendum by signing below and include in their proposal response.

Company Name ____

Contact Person ____

Signature ____

Date ____

Nate Nelson, Highway Commissioner