

# REQUEST FOR PROPOSAL

## Sauk County Buildings Services

### ***Sauk County Architectural and Engineering Design***

Friday, October 11<sup>th</sup>, 2019

- I. Point of contact: Ian Crammond  
Sauk County Building Services  
510 Broadway  
Baraboo, Wisconsin 53913  
(608) 355-4415
- II. Proposal Due Date: Proposals must be received and date stamped no later than 2:00 p.m., Central Standard Time, November 14<sup>th</sup>, 2019. Fax submissions are not acceptable. Proposals or amendments received by Sauk County after that time will not be considered. A Public Opening of Proposals will be conducted on November 14<sup>th</sup>, 2019 at 2:15 p.m. in the Sauk County Courthouse – EMBS Meeting Room (Rm C128) at 510 Broadway, Baraboo, Wisconsin 53913.

III. **ALL PROPOSALS MUST BE ADDRESSED or ELECTRONICALLY SENT TO:**

**Sauk County Clerk  
Sauk County West Square Building  
505 Broadway  
Baraboo, Wisconsin 53913  
Electronic copies sent to: [becky.evert@saukcountywi.gov](mailto:becky.evert@saukcountywi.gov)**

The words “**Sauk County Architectural and Engineering Design**” must be clearly marked on the sealed envelope alongside the County’s address information.

**PART ONE**  
**INTRODUCTION AND GENERAL INFORMATION**

**1.0 INTRODUCTION**

1.1 This document constitutes a request for sealed Proposals from qualified Vendors to complete architectural and engineering design for current office space in several Sauk County facilities located at 505 & 510 Broadway, Baraboo, Wisconsin 53913 along with 425 Sixth Street, Reedsburg, Wisconsin 53959.

**2.0 ORGANIZATION**

2.1 This document, referred to as a Request for Proposals (RFP), has been divided into the following parts for the convenience of the contractor:

- Part One - Introduction and General Information
- Part Two- - Scope of Work
- Part Three - General Requirement - Standard Terms & Conditions
- Part Four - Evaluation Information
- Part Five - Pricing & Information

**3.0 DEFINITIONS**

3.1 For the purpose of this RFP the proposing vendor(s) will be referred to as “Vendor(s)” and Sauk County will be referred to as “County.”

**4.0 BACKGROUND INFORMATION**

4.1 Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. County operations currently include a skilled nursing facility, a human services department, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other government related functions.

**5.0 TENTATIVE SCHEDULE OF EVENTS**

<u>EVENT</u>	<u>DATE</u>	<u>TIME (CST)</u>
<b>Request for Proposal released</b>	October 11 <sup>th</sup> , 2019	
<b><u>Pre-Bid Site visit</u></b> <i>Sauk County Courthouse</i> <i>Room 128 EMBS meeting room</i> <i>510 Broadway St</i> <i>Baraboo, WI 53913</i>	October 22 <sup>nd</sup> , 2019	1:00 p.m.
<b>Questions Due</b>	November 4 <sup>th</sup> , 2019	4:30 p.m.
<b>Proposals Due</b>	November 14 <sup>th</sup> , 2019	2:00 p.m.
<b>Proposals opened</b>	November 14 <sup>th</sup> , 2019	2:15 p.m.
<b>Approve resolution awarding contract</b>	December 5 <sup>th</sup> , 2019	4:30 p.m.
<b>County Board Approval</b>	December 17 <sup>th</sup> , 2019	6:00 p.m.

## **6.0 AMENDMENTS AND QUESTIONS**

- 6.1 Sauk County reserves the right to modify this RFP prior to the Proposal due date. Such modifications will be issued by Amendment to all RFP holders.
- 6.2 If Amendments are of such a nature as to require substantive changes in the scope of work or Proposal price, the Proposal due date may be postponed by such a time that will enable vendor to revise their Proposals. In such case, the Amendment will include an announcement of the new Proposal due date.
- 6.3 Interpretations or clarifications in response to questions received prior to the Proposal due date may be issued by Addenda to all parties recorded as having received this RFP, if considered necessary by the County.
- 6.4 Questions received after the Question due date of November 4<sup>th</sup>, 2019 may not be answered.
- 6.5 Only formal written responses to questions issued by letter or addenda are binding. Oral and other interpretations or clarifications are not binding.

## **7.0 CONTRACT**

- 7.1 Sauk County intends to award one contract for all work described in this Request for Proposal.
- 7.2 Contract type shall be a single fixed-priced (lump sum) contract. Lump sum costs in the Proposal should include any necessary reimbursables.

## **8.0 CONTACT INFORMATION**

- 8.1 Each vendor obtaining a copy of this Request for Proposal either in person, via the Sauk County Web Site, or by other means, must submit an email to [ian.crammond@saukcountywi.gov](mailto:ian.crammond@saukcountywi.gov) that contains the Vendor name & contact information. This will assure that any Addenda, questions/answers or other information related to this Request for Proposal is received by all interested bidders. Information related to this Request for Proposal will also be located on the Sauk County Building Services website: <https://www.co.sauk.wi.us/buildingservices>

## **PART TWO** **SCOPE OF WORK**

### **1.0 OVERVIEW**

Sauk County is seeking architectural and engineering design work for current space that is both occupied and unoccupied. In 2019, Sauk County conducted a space needs assessment. The assessment identified several areas to begin the renovating to help with the relieving of staff crowding in the current facilities. Sauk County is looking to renovate the old jail space, increase building security and modernize current office spaces in three Sauk County facilities.

### **2.0 SPECIFICS**

2.1. Develop Architectural design for specified areas of the Sauk County Courthouse, West Square Administration Building, and Reedsburg Human Services facilities.

#### **2.2. Courthouse:**

- Space design of the former Jail area on the 3rd floor of the Courthouse to accommodate needed office space.
- Add additional space to Branch III Courtroom from the current Clerk of Courts area per the 2019 Space needs assessment recommendations.
- Re-design/engineer the HVAC systems to include, digital controls, adding VAV control boxes, electrical system upgrades, plumbing if need be, and updating fire protection in the courthouse
- Incorporate card access and cameras in all renovated areas.
- Incorporate open office concepts that allow for more small conferences rooms and will help with increasing security by not bringing the public into the deep confines of office space.
- Incorporate the recommendations of the Space Needs Study provided by Strang and Associates from July 2019
- Provide specifications for modern modular furniture to help decrease the needed workspace each employee will need in all renovated spaces.

#### **2.3. Courthouse Front Entrance:**

- Redesign the Courthouse Broadway entrance to bring it into ADA compliance
- Allow the redesigned entrance area to be large enough for multiple security staff to check the public in as they enter the courthouse.
- A small office should be available for the security staff to occupy.
- Design the exterior entrance to remove the current retaining wall and incorporate a small pocket park with benches along Broadway
- Highlight the current Law enforcement memorial
- Specify new windows to improve security and energy efficiency for the Courthouse
- Improve wayfinding/signage for the Courthouse after entering the main entrance
- Provide recommendations for signage or redesign of current courthouse exterior reliefs

#### **2.4. Environmental Health Office Suite:**

- Use Environmental Health as a test pilot to open the space to allow for # of staff in an open concept per the findings of the 2019 Space Needs Assessment recommendations
- Remove dividing wall in room 324 and 323

- Update furniture
- Allow for updated staff furniture to accommodate a total of 7-8 staff

#### 2.5. **Reedsburg Human Services:**

- Redesign the front lobby area of the Reedsburg Human Services Building to create a wall barrier to improve the security for the building.
- Redesign the lower level of the Reedsburg Human Services Building taking into account the recommended in the 2019 Space Needs Assessment
- Design and engineer the HVAC controls, including VAV boxes to improve air flow in the Reedsburg Human Services Building

#### 2.6. **All Spaces**

- Provide interior design and art for the redesigned spaces and for common spaces throughout the West Square Building and Courthouse
  - Provide recommendations for interior design taking into account the cultural history of the area, employee input, as well as clientele served
  - Design wayfinding signs to new and existing spaces
- 2.7. Appropriate time to meet with Building Services Facility Director and to develop preliminary floor plan options, review options and develop final floor plan.
  - 2.8. Vendor shall assure that all designs are in accordance with all appropriate building codes.
  - 2.9. Appropriate time to meet with the County Oversight Committee.
  - 2.10. Upon completion of the Architectural, design the Vendor shall develop a total Project budget to complete the facility.
  - 2.11. Provide services necessary to complete all required Construction Documents including all approved State Plans, Engineering Services, Bid Documents, project/construction oversight, project closeout and any other services the Vendor anticipates will be needed.
  - 2.12. Vendor shall provide services to handle all necessary construction/project bidding processing with guidance from County Staff.
  - 2.13. Vendor shall have at least two (2) representatives involved with this project.
  - 2.14. Vendor as part of the Request for Proposal shall provide a Contract normally used by the Vendor that is ready for signature however; such contract will still be subject to County review. This Request for Proposal in its entirety will be included as part of the contract.

### **3.0 SCHEDULE**

The work included in this request for proposal shall be completed by April 1<sup>st</sup>, 2020.

### **4.0 PROPOSAL**

This Request for Proposal in its entirety shall be returned with signatures as noted along with all other requested information. Failure to do so will be cause to reject the bid.



**PART THREE**  
**GENERAL REQUIREMENTS**

**STANDARD TERMS AND CONDITIONS (REQUESTS FOR  
PROPOSAL)**  
**SAUK COUNTY STANDARD TERMS AND CONDITIONS**  
**(Request for Bids/Proposals/Contracts)**

- 1.0 APPLICABILITY:** These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. Special provisions for a contract may also apply.
- 2.0 SPECIFICATIONS:** The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.
- 3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the Vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the Bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the Vendor shall be held liable for injury resulting from any deviation.
- 4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.
- 5.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.
- 6.0 DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.
- 7.0 PRICING AND DISCOUNT:** Sauk County qualifies for governmental discounts; unit prices shall reflect these discounts.
- 7.1** Unit prices shown on the Bid or contract shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall

establish the extended price; the unit price shall govern in the bid evaluation, permits, inspections, and all other contract administration.

- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the Vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.
- 7.3** Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.
- 8.0** **ACCEPTANCE-REJECTION:** Sauk County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted, and to accept any part of a bid as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.
- 8.1** Bids MUST be date and time stamped by Sauk County on or before the date and time that the bid is due. Bids dated and time stamped after the deadline will be rejected. Actual receipt by the County is necessary. Receipt of a bid by the mail system does not constitute receipt of a bid by the County. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**
- 8.2** Bids shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope with title of project for which Vendor is submitting bid.
- 9.0** **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive Vendor conforming to the specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Sauk County reserves the right to award based upon the evaluation of the bids, which the County deems to be in its best interest.
- 10.0** **ORDERING/ACCEPTANCE:** Written notice of award to a Vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties shall be used.

- 11.0 PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract.
- 11.1 NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach shall exist shall in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.
- 12.0 TAXES:** Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- 12.1** Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.
- 14.0 GUARANTEED DELIVERY:** Failure of the Vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.
- 15.0 APPLICABLE LAW:** This contract shall be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in the Sauk County Circuit Court. The Vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.
- 16.0 ANTITRUST ASSIGNMENT:** The Vendor and Sauk County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Sauk County (purchaser). Therefore, the successful vendor hereby assigns to



Sauk County any and all claims for such overcharges as to goods, materials or services purchased in connection with a contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.
- 18.0 SUBCONTRACTING:** If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded Vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, Vendor(s) or other organization without prior written consent of the County. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor shall be fully responsible for the acts, errors, and omission of subcontractor(s).
- 19.0 NONDISCRIMINATION/AFFIRMATIVE ACTION:** The Vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The Vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the Vendor being debarred, termination of the contract and/or withholding of payment.
- 20.0 SAFETY REQUIREMENTS:** All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Department of Safety and Professional Services and all applicable OSHA Standards. The Vendor shall comply with the County's worksite rules. Vendor shall comply, train, and accept exclusive responsibility for its employees while on County property.
- 20.1 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Vendor must provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 21.0 WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract shall be warranted against defects by the Vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Vendor.

**22.0 INDEMNIFICATION AND INSURANCE:** The Vendor shall bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred.

Vendor shall indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of Vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the Vendor. Nothing contained herein shall require Vendor to defend or indemnify the County for losses, damages, injuries or death arising out of the negligence of the County, its agents or employees. The obligations of Vendor under this paragraph shall survive the expiration or termination of the contract or agreement.

In order to secure Vendor's obligation to hold harmless and indemnify the County, Vendor shall procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;

**General Liability:**

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

**Automobile:** (Combined single limit) \$1,000,000.00

**Excess Liability:** (Umbrella) \$5,000,000.00. (Each occurrence and

aggregate.)

**22.1** The Vendor shall add Sauk County, its officers, agents and employees as shall be named as an additional named insured.

**22.2** Provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

**22.3** Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

- 23.0 CANCELLATION:** Sauk County reserves the right to terminate any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the vendor/contractor to comply with the terms, conditions, performance, and specifications of a contract, if after 20 days written notice to cure default, contractor fails to satisfactorily cure the default. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.
- 24.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTRACTS:** The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale, if applicable, and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all sub-contracts and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The Vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.
- 25.0 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS:** Where payment to a Vendor is based on the Vendor's costs, Vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from a bid/proposal held by the Vendor. The Vendor will retain all documents applicable to the contract for a period of not less than five (5) years after final payment is made.
- 26.0 INDEPENDENT VENDOR STATUS:** None of the officers, employees, or agents of the Vendor are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
- 27.0 PUBLIC RECORDS ACCESS:** It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. If awarded this contract, Vendor shall assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.
- 28.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin public records law. If the Vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the Vendor of the request for the records

and affording the Vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the Vendor. The Vendor acknowledges and agrees that if the Vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

- 28.01** Any material submitted by the Vendor in response to this request that the Vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5), or material which can be kept confidential under the Wisconsin public records law, must be identified on a Confidential and Proprietary Information Form. Bid prices cannot be held confidential after award of a contract.
- 28.02** Data contained in a Bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Sauk County.
- 29.0 RECYCLED MATERIALS:** Sauk County desires to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors/proposers are encouraged to bid/propose products with recycled content which meet specifications.
- 30.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The Vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The Vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such Vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 31.0 LICENSURE, CERTIFICATION, AND STATUTORY REQUIREMENTS:** Vendor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements shall be at Vendor's expense.
- 32.0 PROMOTIONAL ADVERTISING:** Reference to or use of Sauk County, any of its departments or sub-units, or any County official or employee for commercial promotion is prohibited.

**PART FOUR**  
**EVALUATION INFORMATION**

1.0 EVALUATION PROCESS

- 1.1 The award of a contract resulting from this Request for Proposal shall be based on the most advantageous proposal received by the most responsive Vendor.
- 1.2 Completeness of proposal. All requested information is included as noted.
- 1.3 Contractor shall provide, as a separate attachment to this proposal, at least three (3) references where similar work has been completed.
- 1.4 In the event that only one proposal is received in response to this Request for Proposal, Sauk County reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole Vendor's proposal. In addition, as part of such negotiations, Sauk County reserves the right to require supporting cost, pricing and other data from the Vendor in order to determine the reasonableness and acceptability of the proposal.
- 1.5 Sauk County may conduct interviews with selected Vendors should it be deemed necessary to further enhance the selection process.
- 1.6 Sauk County reserves the right to reject any and all proposals.

