

REQUEST FOR PROPOSAL

Sauk County

Community Development Block Grant Close Program

February 2020

- I. Point of contact: Jared Pinkus
Community Liaison
505 Broadway St.
Baraboo, WI 53913
608-355-4840
- II. Proposal Due Date: Proposals must be received and date stamped no later than 2:00 p.m., Central Standard Time April 30, 2020. Faxes, email or electronic submissions are not acceptable. Proposals or amendments received by Sauk County after that time will not be considered. Public Opening of Proposals will be conducted at the Sauk County West Square Building – Room 213 2:15 p.m., April 30, 2020 at 505 Broadway, Baraboo, Wisconsin 53913
- III. **ALL PROPOSALS MUST BE ADDRESSED TO:**
- Sauk County Clerk
Sauk County West Square Building
505 Broadway
Baraboo, Wisconsin 53913**

The words "CDBG Close Program" must be marked on the sealed envelope.

PART ONE **INTRODUCTION AND GENERAL INFORMATION**

- 1.0 INTRODUCTION: This document constitutes a request for competitive, sealed proposals from qualified Partners to support Sauk County's placemaking initiative.
- 1.1 ORGANIZATION: This document, referred to as a Request for Proposals (RFP), has been divided into the following parts for the convenience of the curator:
- 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

- 1.2 DEFINITIONS: For the purpose of this RFP, Partner is an RFP submitter and County is Sauk County.
- 1.3 BACKGROUND INFORMATION: Sauk County is one of 72 units of county government in the State of Wisconsin and is governed by Wis. Stat. ch. 59. 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.
- 1.4 TENTATIVE SCHEDULE OF EVENTS:

| <u>EVENT</u> | <u>DATETIME</u> |
|-------------------|--|
| February 14, 2020 | RFP Released |
| April 30, 2020 | RFP Deadline for submissions |
| May 1, 2020 | Administration review of applications to ensure minimum qualifications established by federal regulations are met. |
| May 5, 2020 | Review of eligible submissions by E&L Committee and recommendation to County Board |
| May 19, 2020 | Approval of project by County Board |

- 1.5 AMENDMENTS AND QUESTIONS:
 - 1.5.1 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.
 - 1.5.2 If amendments are of such a nature as to require substantive changes in the scope of work or bid price, the bid due date may be postponed by such a time that will enable proposer to revise their bids. In such case, the amendment will include an announcement of the new proposal due date.
 - 1.5.3 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.
 - 1.5.4 Questions received after April 29, 2020 may not be answered.
 - 1.5.5 Only formal written responses to questions issued by letter or addenda are binding. Oral and other interpretations or clarifications are not binding.
- 1.6 CONTRACT:
 - 1.6.1 Sauk County intends to award one contract to Partners of a proposal that is most responsive to this RFP, and presents the proposal that the County finds to be in the County's best interest based upon the factors identified herein. A contract proposed must be submitted as part of the Partner's submission in response to this RFP and must also incorporate the terms of this RFP, including the County's standard terms and conditions included herein.
 - 1.6.2 Contract type shall be based upon time and materials that shall be billed to the County on a regular basis based upon the to-date work completion.
- 1.7 CONTACT INFORMATION: Each Partner obtaining a copy of this RFP either in person, via the Sauk County website, or by other means, must submit an email to Jared.Pinkus@saukcountywi.gov that contains the Partner's name and contact information. Contact information will be used to communicate addenda, answers and other information communicated to all RFP holders and it is the sole responsibility of an RFP holder to provide it and to review any communication sent to it.

PART TWO
SCOPE OF WORK

2.0 OVERVIEW: Sauk County is participating in the State of Wisconsin Department of Administration CDBG-CLOSE Program. Through this program, Sauk County has awarded federal funds to two community projects. The remaining fund balance of \$283,792.71 will be awarded to one community supported project. The following list describes all eligible activities:

- a. Public Facilities
- b. Housing Rehabilitation Conversion
- c. Economic Development Projects
- d. Public Facilities for Economic Development Projects
- e. Planning Projects

In addition to the programs identified above, the RLF Closeout Account can be used for the following special purposes:

- f. Broadband/high speed internet access for low and moderate income (LMI) residents. Grant funds can be used by the Unit of General Local Government (UGLG) for public infrastructure projects to expand broadband internet access. Examples of eligible expenses include the purchase of materials and installation.
- g. Mitigation measures specifically those that address natural hazard risks; must connect the mitigation development or action to address impacts on LMI residents.
- h. Public services.

The above list details all eligible projects however, **an emphasis will be placed on projects relating to affordable housing development.** Local units of government and community organizations are strongly urged to apply. Private organizations are also eligible for funding for specific activities including property acquisition and engineering costs. Strong applications for private organizations will demonstrate community support through letters of support or partnerships.

2.1 REQUIREMENTS: All projects must meet the national objective of Low-and Moderate-Income benefit or the prevention and elimination of slum and blight. If a project meets one of the above national objectives, eligible activities include comprehensive plans, downtown or redevelopment plans, housing plans, curb and gutter improvements, street and sidewalk expansion or improvement, wastewater treatment facilities, wells and other water facilities, sewer and water system improvements, community centers, libraries, senior centers, fire stations, ADA accessibility improvements to public buildings, blighted building acquisition and demolition or rehabilitation, environmental remediation, business grants, workforce housing, job training, food pantries, drug rehabilitation, healthcare or dental clinics, and literacy programs.

2.2: SCHEDULE:

The following dates represent the County's best estimate of the RFP schedule that will be followed. The County reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.

| | |
|-------------------|--|
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2.3 SUBMISSION REQUIREMENTS:

2.3.1 ELIGIBILITY:

This is an open call for all eligible projects as outlined in Section 2.0. The chosen project(s) will meet the minimum national objectives and will demonstrate a need for funding. The qualified Partner will have a strong understanding of CDBG regulations and have the capacity to manage all necessary supporting documentation. Additional program information, documentation standards and final application that the selected Partner will be required to complete can be found at: <https://doa.wi.gov/Pages/CDBGCLOSE.aspx>

2.3.2. BUDGET:

The project selected by the County through this RFP will include an all-inclusive budget of \$283,792.71 to cover all costs associated with the project.

2.3.3 SUPPLEMENTAL QUESTIONS: Applicants must complete the attached grant application to be considered for funding.

PART THREE **GENERAL REQUIREMENTS**

STANDARD TERMS AND CONDITIONS (REQUESTS FOR PROPOSAL)

- 1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. Sauk County shall be the sole judge of equivalency. Partners are cautioned to avoid proposing alternates to the specifications that may result in rejection of their proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the RFP submitter's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the RFP submitter shall be bound thereto.
- 3.0 ACCEPTANCE-REJECTION: Sauk County reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of Sauk County.
 - 3.0.1 Proposals MUST be date stamped by the County Clerk, on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the Administrator.
 - 3.0.2 Proposals shall be in writing on official letterhead and signed by an authorized officer of the submitter. Proposals shall be submitted in a sealed envelope and marked "**CDBG Close Program**"
- 4.0 TAXES: Sauk County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes except as otherwise provided by law. Submitters shall be responsible for all applicable taxes except as otherwise provided by law.
- 5.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract 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 contracting authority, except that these Standard Terms and Conditions shall apply along with the proposal submission of the successful Partner.

- 6.0 **APPLICABLE LAW:** The Partner 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 of its conduct. The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin.
- 7.0 **ASSIGNMENT:** No right or duty in whole or in part of the Partner under a contract with the County pursuant to a successful RFP may be assigned or delegated without the prior written consent of the County.
- 8.0 **SUBCONTRACTORS:** Subcontractors usage must be clearly explained in the proposal. The County reserves the right to reject any subcontractor usage or subcontractor. The Partner shall be solely responsible for contract performance of all subcontractors.
- 9.0 **ARBITRATION/APEALS PROCESS:** Notice of intent to protest and protests of any award made by the County must be in writing and filed with Sauk County Clerk, Sauk County West Square Building, 505 Broadway, Baraboo, Wisconsin 53913, within five (5) calendar days after an award.
- 9.0.1 Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Wis. Stat. ch. 788 except as provided in 9.0.2. Partner agrees to join necessary parties to arbitration.
- 9.0.2 The County reserves the right to litigate or otherwise seek resolution of all claims, disputes, or other matters irrespective of 9.0.1.
- 10.0 **NONDISCRIMINATION:** In connection with the performance of work under a contract made pursuant to an award, the Partner and any subcontractor thereof shall not ~~to~~ discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Failure to comply with any nondiscrimination requirement shall be grounds for declaring a Partner, cancellation of an award, termination of a contract, or withholding of payment.
- 11.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County and all work performed under a contract must comply fully with all applicable state and federal safety requirements.
- 12.0 **HOLD HARMLESS:** Partner agrees to indemnify, hold harmless, and defend the County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to a contract where such liability is founded upon or relates to acts or omissions of any agents or employees of the Partner or subcontractor thereof.
- 13.0 **INSURANCE RESPONSIBILITY:** The Partner performing services for Sauk County shall comply with the insurance requirements contained herein.
- 13.0.1 Provide own insurance, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Partner is insured under professional liability insurance in an amount not less than minimum amounts reasonably necessary and sufficient within the profession.

- 13.0.2 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 any work.
- 14.0 CANCELLATION: The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the Partner to comply with these standard terms, conditions, and specifications or other contract terms or conditions.
- 15.0 AUDIT: During the term of a contract, the Partner shall, upon the request of the Sauk County Controller, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.
- 16.0 INDEPENDENT CONTRACTOR STATUS: None of the officers, employees, or agents of the Partner are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
- 17.0 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.
- 17.0.1 Proposal/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 17.0.2 Certain records of the Partner may be subject to release as public records under the laws of the State of Wisconsin. Partner shall assist Sauk County and comply with all public records requests.
- 18.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a RFP response, must be clearly stated in the response. Proprietary information submitted in a response will be maintained in accordance with applicable Sauk County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted and may be rejected by the County. A Partner shall be solely responsible for defending any proprietary restriction stated in their RFP response and all costs, fees, penalties associated with a defense.
- 18.0.1 Data contained in a proposal, 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 County.
- 20.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, a Partner shall provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 21.0 TERMINATION FOR CONVENIENCE: The County reserves the right to terminate any contract made pursuant to an accepted RFP for convenience upon 60 days notice.
- 22.0 TERMINATION FOR DEFAULT: The County reserves the right to terminate any contract for default if, after twenty days written notice to cure default, a Partner fails to satisfactorily cure the default.

[Insert Proposal Here]

The Partner has examined and carefully prepared their proposal from specifications contained herein, and has checked the same in detail before submitting the proposal to Sauk County, including the Standard Terms and Conditions. The Partner has had the opportunity to view the site and has obtained all necessary information to properly complete this Proposal:

(Company Name/Firm)

(Company Representative)

(Signature)

STATE OF WISCONSIN)
) ss.
SAUK COUNTY)

Personally came before me this ____ day of, _____, 2019, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed or Printed Name of Notary Public.
My Commission (expires) (is) _____

PART FOUR - EVALUATION INFORMATION

1.0 EVALUATION PROCESS

- 1.1 The award of a contract resulting from this Request for Proposal shall be based upon the proposal that best meets the intention of the County with regard to this award as expressed in this RFP. The following review criteria will be evaluated by the review panel in recommending an award:
 - 1.1.1 Price and price related factors. In proposing the cost of the proposal, the Partner must identify a not to exceed figure for all work related to the project and include in its proposal an estimate of the work needed to complete the project.
 - 1.1.2. Reputation and reliability of the Partner. The Partner should include three examples of recent, relevant work as well as references.
- 1.2 Completeness of proposal. All requested information is included as noted.
- 1.3 Sauk County reserves the right to reject any and all proposals or to reject all proposals and release a new RFP.
- 1.4 This Request for Proposal will be incorporated as part of the final contract. All signature pages must be returned as part of the proposal submitted.

PART FIVE
PRICING & INFORMATION

| PRICING | PRICE |
|---------|-------|
| | \$ |

Sauk County Provided Materials

Any materials and/or services that Sauk County will need to provide to the Partner to complete this project must be listed below.

The Partner hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of Sauk County, a binding contract, as defined herein, shall exist between the Partner and Sauk County.

PARTNER

AUTHORIZED SIGNATURE

Date

PRINTED NAME

Title

Accepted by:

Sauk County

By: _____

Its: