

# REQUEST FOR PROPOSAL

## Sauk County

### Placemaking Planning Services

August 2016

- I. Point of contact: Renae L. Fry  
Administrative Coordinator  
505 Broadway St.  
Baraboo, WI 53913  
608-355-3273
- II. Proposal Due Date: Proposals must be received and date stamped no later than 2:00 p.m., Central Standard Time August 25, 2016. 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 133 2:15 p.m., August 25, 2016 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 "**PLACEMAKING**" 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 proposers 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 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                             |

- 1.2 DEFINITIONS: For the purpose of this RFP the entity submitting the proposal will be referred to as proposer or vendor and Sauk County will be referred to as county.
- 1.3 BACKGROUND INFORMATION: Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal quasi corporation governed by the authority contained in 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>
Request for Proposal Released	August 16, 2016
Proposals Due	August 25, 2016 at 2:00 pm
Proposals Opened	August 25, 2016 at 2:15 pm
Approve Resolution Awarding	
Contract to Awarded Proposer	August 29, 2016
County Board Approval	September 20, 2016

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 August 24, 2016 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 a single contract to the proposer 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 proposer'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 Proposer obtaining a copy of this RFP either in person, via the Sauk County website, or by other means, must submit an email to [rfry@co.sauk.wi.us](mailto:rfry@co.sauk.wi.us) that contains the Proposer's name and contact information. This will assure that any addenda, questions/answers or other information related to this RFP is received by all interested proposers.

## **PART TWO**

### **SCOPE OF WORK**

- 2.0 OVERVIEW: Sauk County identified placemaking as a strategic priority for promoting the county and its resources to enhance quality of life and attract new residents and businesses to the region as a key element of its economic development.
- 2.1 REQUIREMENTS:
- 2.1.1. Develop a robust, multifaceted placemaking program for Sauk County that distinguishes it from all other counties.
  - 2.1.2. Develop a marketing and communication program to attract desired employers and workforce to Sauk County municipalities.
  - 2.1.3. Identify ways that municipalities can reflect Sauk County's Placemaking Initiative in their own marketing programs and develop a community marketing effort.
  - 2.1.4. Identify and develop strategies for creating a sense of place for each of Sauk County's communities that collectively distinguishes Sauk County as a premier place to live and work.
  - 2.1.5. Identify public, private, non-profit, and community organizations that will collectively work together to position Sauk County as a premier location for new residents.
  - 2.1.6. Work closely with participating municipalities to develop action-oriented projects that advance Sauk County's Placemaking Initiative.
- 2.2: SCHEDULE: Proposers are asked to propose a timeline for completing the required elements, but it is anticipated that a completed placemaking plan will be presented to Sauk County's Economic Development Committee no later than its June, 2017 meeting.
- 2.3 SUBMISSION REQUIREMENTS:
- 2.3.1 Fully review this Request for Proposal (RFP) in its entirety. This RFP in its entirety along with all other requested information must be returned as part of the proposal submittal. Failure to do so may be the basis for non-consideration of a proposal. In addition to the other guidance provided herein, the following are the minimum, required submittals:
    - Cover letter
    - Introduction to the firm and team
    - Explanation of approach, philosophy
    - Explanation of work to be performed
    - Project schedule
    - Resumes of key personnel
    - Lists of subconsultants and their qualifications
    - Statement of qualifications
    - Compensation (broken down by phase) or fee structure. Time and materials with a not to exceed amount.
    - Sample projects and other relevant experience
    - References.
  - 2.3.2. Cost. The county requires that the successful proposer submit a proposal that provides for a not to exceed amount that will be billed on a time and materials basis through the end of the contract. The proposer assumes the responsibility to complete the services contemplated within the not to exceed amount.

**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 or equivalency. Proposers are cautioned to avoid proposing alternates to the specifications which 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 contractor'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 contractors shall be held liable.
- 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 submitted on company letterhead and signed by an officer of the company. Mark sealed envelope "**PLACEMAKING**"
- 4.0 TAXES: Sauk County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax on alcoholic beverages which is excepted by State Statutes.
- 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 proposer.
- 6.0 APPLICABLE LAW: 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 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. It is understood that requirements of Wis. Stat. § 59.52(29) do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.
- 7.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Sauk County.
- 8.0 SUBCONTRACTORS: If subcontractors are planned to be used, this should be clearly explained in the proposal. Sauk County reserves the right to reject any subcontractor. However, the vendor will be responsible for contract performance whether or not subcontractors are used.
- 9.0 ARBITRATION/APPEALS PROCESS: Notice of intent to protest and protests of any award made must be made in writing and filed with Sauk County Clerk, Sauk County West Square Building, 505 Broadway,

Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. Sauk Co. Code ch. 33 and Wis. Stat. ch. 68 shall apply.

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 9.2. Vendor agrees to join necessary parties to arbitration.

9.0.2 Sauk County reserves the right to have claims, disputes, or other matters in question decided by litigation. If Sauk County waives its right to litigation, then the arbitration provisions shall apply.

10.0 **NONDISCRIMINATION:** In connection with the performance of work under this 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 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.

10.0.1 Failure to comply with the conditions of this clause may result in the vendor becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

11.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

12.0 **HOLD HARMLESS:** Vendor agrees to indemnify, hold harmless, and defend Sauk 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 this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the contractor.

13.0 **INSURANCE RESPONSIBILITY:** The vendor 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 vendor 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 the contract.

14.0 **CANCELLATION:** Sauk 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 vendor to comply with the terms, conditions, and specifications of this contract.

15.0 **AUDIT:** During the term of the contract, the vendor 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 vendor 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 vendor may become public records under the laws of the State of Wisconsin. Vendor agrees to assist Sauk County in complying with open records requests.
- 18.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Sauk County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor's responsibility to defend the determination in the event of an appeal or litigation.
- 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 Sauk County.
- 18.0.2 Any material submitted by the proposer in response to this request that the proposer 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. Proposal prices cannot be held confidential.
- 19.0 DISCLOSURE: If a public official (Wis. Stat. § 19.42), a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000.00) within a twelve (12) month period, this contract is voidable by the county unless appropriate disclosure is made according to Wis. Stat. § 19.45(6), before signing the contract.
- 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, 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 TERMINATION FOR CONVENIENCE: Sauk County reserves the right to terminate this contract for convenience upon 60 days notice.
- 22.0 TERMINATION FOR DEFAULT: Sauk County reserves the right to terminate the contract for default if, after twenty days written notice to cure default, contractor fails to satisfactorily cure the default.

[Insert Proposal Here]

The proposer 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 proposer 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 August, 2016, 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 vendor 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 firm. The proposer should include three examples of recent, relevant work as well as references.
  - 1.1.3 Project Team. The make-up/description of the firm's project team. The preferred team will have placemaking and urban planning experience. A local presence is also an important consideration in the selection process. The names of individuals involved and the roles they perform (principal-in-charge, project manager, planner, designer, engineer, etc.) will be listed. Provide a description of the qualifications and experience of the specific individuals that will be involved in the work described in this RFP, including the staff of other professional firms. Identify their experience with similar type projects. Include registration numbers for engineers.
  - 1.1.4 Similar Project Experience. Firms must have experience providing planning and urban development and ideally will have experience with placemaking projects. Identify any placemaking projects in the last five years with government contracting procedures (state, county, town, and other municipality). Provide a brief description of the firm's role in the project and provide a client contact person for each project.
- 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 vendor to complete this project must be listed below.

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

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PROPOSER

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AUTHORIZED SIGNATURE

Date

---

PRINTED NAME

Title

Accepted by:

Sauk County

By: \_\_\_\_\_

Its: