

REQUEST FOR PROPOSAL

Sauk County Parks

Engineering Required to Repair Hemlock Dam

Tuesday, February 24, 2015

- I. Point of Contact: Steve Koenig, Sauk County Parks Director
slkoenig@co.sauk.wi.us
White Mound County Park
S7995 White Mound Drive
Hillpoint, WI 53937
Phone: 608-355-4800
Fax: 608-355-4805
- II. Proposal Due Date: Two sealed copies of the proposal must be received and date stamped no later than 4:30 p.m., Central Standard Time, Tuesday, April 7, 2015. Faxes are not acceptable. Proposals or amendments received by Sauk County after that time will not be considered.
- III. **ALL PROPOSALS MUST BE ADDRESSED TO:**
- Sauk County Clerk
West Square Building
505 Broadway
Baraboo, WI 53913**

The words " Engineering Required to Repair Hemlock Dam " must be marked on the opaque, sealed envelope.

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1.0 INTRODUCTION

- 1.1 This document constitutes a request for competitive, sealed proposals from qualified vendors to provide engineering required to repair Hemlock Dam, in accordance with the terms and conditions set forth herein.

2.0 ORGANIZATION

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

- 2.1.1 Part One - Introduction and General Information
- 2.1.2 Part Two - Specifications
- 2.1.3 Part Three - General Requirements - Contract Standard Terms and Conditions
- 2.1.4 Part Four - Evaluation Information
- 2.1.5 Part Five - Signature Page

3.0 DEFINITIONS

- 3.1 For the purpose of this RFP the vendor will be referred to as Vendor 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. Sauk County encompasses 840 square miles including 22 towns, 13 villages, and 2 cities. The County has an estimated population of 59,266. County operations 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.

PART TWO
SPECIFICATIONS

1.0 PROJECT SCOPE:

- 1.1 The Wisconsin Department of Natural Resources (WDNR) is directing Sauk County to make necessary repairs to Hemlock Dam (Field File #56.32, Key Seq #956, Sauk County). The Sauk County Highway and Parks Committee of the Sauk County Board of Supervisors is seeking to obtain the services of a licensed engineer to complete the engineering necessary to repair Hemlock Dam to meet all applicable WDNR requirements and approval. See Attachment 1.
- 1.2 The proposal includes preparing and submitting an Emergency Action Plan (EAP), an Operation and Maintenance Plan (OIM), and a Dam Failure Analysis (DFA).
- 1.3 Review the Dam Safety Inspection Report, evaluate design alternatives and prepare preliminary design drawings.
- 1.4 Obtain, or assist in obtaining, all necessary permits required.
- 1.5 Work with the Highway and Parks Committee to chose the best course of action for the required repairs.
- 1.6 Prepare final plans and construction specifications.
- 1.7 Assist the County in preparing requests for proposals, qualifying contractor bids and oversee the actual construction required for necessary repairs.

PART THREE, GENERAL REQUIREMENTS
STANDARD TERMS AND CONDITIONS

- 1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level 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 bidding alternates to the specifications which may result in rejection of their proposal.
- 2.0 DELIVERY: Deliveries shall be F.O.B. destination unless otherwise specified.
- 3.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor unless otherwise specified. Sauk County reserves the right to award based upon the evaluation of the proposals, which the County deems to be in its best interest. Sauk County reserves the right to reject all proposals for any reason and reserves the right to reject nonconforming proposals.
- 4.0 PAYMENT TERMS AND INVOICING: Sauk County normally will pay properly submitted vendor invoices within forty-five (45) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- 5.0 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 as described below which is excepted by State Statutes.
 - 5.1 Sauk County, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel, and general aviation fuel. However, it 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. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 6.0 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 the administrative costs.

- 7.0 **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. These Term and Conditions are hereby incorporated into any final contract or agreement. Further, 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 parties.
- 8.0 **APPLICABLE LAW:** 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.
- 8.1 It is understood that requirements of § 59.52 (29) Wisconsin Statutes do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.
- 9.0 **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.
- 10.0 **SUBCONTRACTORS:** If subcontractors are planned to be used, this should be clearly explained in the proposal. However, the prime vendor will be responsible for contract performance whether or not subcontractors are used.
- 11.0 **ARBITRATION/APPEALS PROCESS:** Notice of intent to protest and protests of any award made must be made in writing and filed with the Sauk County Clerk, Sauk County West Square Building, 505 Broadway, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.
- 11.1 Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes.
- 11.2 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 stated in paragraph 18.01 shall apply.
- 12.0 **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.

- 13.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/vendor, equipment purchased as a result of this request shall be warranted against defects by the bidder/vendor for ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.
- 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 **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. Open Records Requests: Any person responding to this Request for Proposal must work with Sauk County to comply with the requirements of the Open Records Law as laid out in Wisconsin Statutes.
- 15.1 Bid/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.
- 16.0 **DISCLOSURE:** If a public official (§ 19.42, Wis. Stats.), 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 § 19.45(6), Wis. Stats., before signing the contract.
- 17.0 **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).

PART FOUR
EVALUATION INFORMATION

1.0 EVALUATION PROCESS

- 1.1 Public Opening of the proposals will be conducted at 8:30 a.m., Wednesday, April 8, 2015, at the regularly scheduled meeting of the Highway and Parks Committee of the Sauk County Board of Supervisors, at the Sauk County Highway Shop, Highway 136, Baraboo, Wisconsin 53913. Proposals will be reviewed for technical merit, and vendors may be contacted as questions arise.
- 1.2 Vendors should provide qualifications and past project experiences on dam rehabilitations. Itemize components of the proposal as much as possible.
- 1.3 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the express evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this Request for Proposal shall be based on the lowest cost and best proposal received.
- 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.

PART FIVE
SIGNATURE PAGE

The submission of a proposal shall be considered as a representation that the vendor has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable Federal, State and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the vendor will be considered as the vendor's offer to enter into a contract in accordance with the provisions herein set forth. Submission of this form acknowledges that the vendor is licensed to practice in Wisconsin.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the vendor's price proposals and any other written offers/clarifications made by the vendor and accepted by the County, will be incorporated into the entire contract between the County and the vendor, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by the County, execution of this document by the proper County officials, and delivery of the fully-executed contract to the successful vendor. The contract may only be amended by written agreement by the vendor and Sauk County.

ATTACH YOUR COST PROPOSAL TO THIS FORM AND RETURN THE TWO (2) COPIES IN ACCORDANCE WITH THE INSTRUCTIONS AS NOTED IN THE REQUEST FOR PROPOSAL.

All proposal conditions and prices submitted shall remain firm for at least 90 calendar days following opening.

Contractor's Firm _____ Telephone No. () _____

Address _____ Fax No. () _____

City & State _____ E-mail address _____

Contractor's web site address (if applicable) _____

Contractor's FEIN _____

BY: _____
(Manual Signature Required)

Name: _____
(Typed or Printed)

TITLE: _____

Date: _____

To be signed by the person authorized to legally bind your firm to this contract.