



## Request for Proposal

### *Real Estate Broker for Sauk County Health Care Center*

The Sauk County Board of Supervisors through the Administrator's office is seeking to contract with an individual or entity to act as a Real Estate Broker to provide information to, and solicit proposals from, prospective buyers of the county-owned nursing home facility commonly known as Sauk County Health Care Center (SCHCC) in the City of Reedsburg, Wisconsin.

Instructions may be obtained from the County Clerk (505 Broadway, Room #144, Baraboo, WI) or online at [www.co.sauk.wi.us](http://www.co.sauk.wi.us). Proposals must conform to the requirements of the request for proposal.

Proposals must be received by the County Clerk (505 Broadway, Room #144, Baraboo, WI 53913) on or before 12:00PM on February 1, 2024 and will be publicly opened at the Sauk County West Square Building located at 505 Broadway, Room #213 Baraboo WI at 12:30 PM the same day.

## INSTRUCTIONS

### 1. PROPOSALS.

All proposals will be addressed to the Sauk County Clerk, 505 Broadway, Room #144, Baraboo, WI 53913, and delivered to the Sauk County Clerk. Proposals must be legibly printed or type written. Proposals must be sealed in an opaque envelope labeled “**Broker for Sauk County Health Care Center.**” Proposals must set forth the scope of services to be provided and the qualifications of the individual or entity. Any deviation from the specifications or these instructions must be noted clearly and concisely. Proposals must be signed by the individual or by a duly authorized representative of the entity and dated. Proposals must remain firm for a period of ninety (90) days.

Issuance of this request for proposal does not confer any rights to any prospective proposer and does not obligate Sauk County to engage or contract for professional services. Any costs associated with the preparation of a response to this request shall be the sole responsibility of the person submitting the proposal.

Any confidential or proprietary information should be clearly marked as such. The County will use discretion with regards to disclosure of confidential or proprietary information contained in any proposal but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to Wisconsin’s Public Records Law. Where a proposal identifies any portion of your materials as confidential or proprietary, bidder agrees to indemnify and defend Sauk County and provide legal counsel for purposes of any challenges to these designations. Be advised that under Wisconsin’s public records law, a prevailing challenger is entitled to attorney fees, damages of not less than \$100, and other actual costs if the challenger prevails in whole or in part. Wis. Stat. § 19.37(2)(a). If the denial of access to a record is determined by the court to be willful or intentional, the court shall award actual damages. Wis. Stat. § 19.37(2)(a). An arbitrary or capricious denial may result in the imposition of punitive damages or statutory penalties. Wis. Stat. § 19.37(3), (4).

Once submitted, the proposals and any supplementary documents become the property of Sauk County.

### 2. LATE PROPOSALS

Proposals that are not timely received will not be accepted. Late proposals will not be opened nor returned to the bidder. Proposals by email or fax will NOT be accepted. Actual receipt is required.

### 3. COMPETITIVE PROPOSAL/BID

This is a competitive proposal process. The contract shall be awarded to proposer deemed to be most advantageous to Sauk County.

#### 4. QUALIFICATIONS OF INDIVIDUAL OR ENTITY

Individual or entity shall be licensed, certified, accredited, in the State of Wisconsin, and/or meet all of the necessary qualifications to perform the services/work contemplated. Sauk County may make that investigation as it deems necessary to determine the ability of the individual or entity to perform the services/work. Sauk County reserves the right to reject any proposal if the individual or entity fails to satisfy the County that the individual or entity is qualified to perform the services/work contemplated.

Sauk County may, in its' sole discretion, require proposers to submit sworn statements as to financial ability, equipment and experience in the work/services prescribed AND other matters that the County requires for the protection and welfare of the public in the performance of a public contract. Persons or entities offering bid proposals are strongly encouraged to incorporate such information (and references for recent, similar work performed) in their bids.

#### 5. CONSIDERATION/AWARD OF CONTRACT

Sauk County reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects. This solicitation may be cancelled.

The award of this contract shall be to proposer, individual or entity, offering the most advantageous bid to Sauk County, so long as the bid is deemed compliant.

A responsible individual or entity is one who is not only financially responsible, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its' terms. Sauk County reserves the right to consider all elements entering into the question determining the responsibility of the individual or entity.

Sauk County and/or its' designee may choose to conduct interviews of qualified and responsible proposers and/or contact current and former customers of proposer.

#### 6. CONTRACT

The successful individual or entity shall execute an Independent Proposer Agreement within fifteen (15) days after notice of the award of the contract is given. The request for proposal, instructions, specifications and proposal in their entirety form the primary basis of the agreement and will be made part of the agreement.

#### 7. BOND

The selected contractor will be required, within seven (7) calendar days of notification of award of the RFP, to post a "Performance Bond" at least equal to the contract price and valid for at least 90 days beyond the contract closing as security for the faithful performance of the work to be contracted.

8. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and shall abide by all applicable federal, state and municipal laws, ordinances, rules and regulations. Any permit, license, certification, accreditation (and any fee therefor) shall be the responsibility of the successful individual or entity.

9. ETHICS/CONFLICT OF INTEREST

It shall be unethical for any person to offer, give or agree to give any elected official, employee or former employee or to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement, a purchase request, influencing the contents of any specification or procurement standards, rendering any advice, investigation, auditing, or in any other advisory capacity in any proceedings or application request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

10. INDEMNIFICATION

To the fullest extent permitted by law, the Proposer shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the services provided by the Proposer for the request services addressed in this document.

11. INSURANCE

The selected individual or entity shall have adequate insurance coverage that will protect operations conducted under contract, whether performed by the Proposer or anyone employed by them. The Proposer shall be required to furnish the County an insurance certificate five (5) days prior to contract award, certifying the Proposer is covered by the following types and amounts of coverage:

Type	Limits
Worker's compensation & Employer's Liability	Coverage A: \$ Statutory; Coverage B: \$100,000 Employers Liability
CGL/General liability (Bodily injury/Personal injury, Property damage)	\$1,000,000 each occurrence, Combined single limit
Automobile liability – owned/hired/non-owned vehicles (Bodily injury/Property damage)	\$1,000,000 each occurrence, Combined single limit
Umbrella excess liability insurance	\$1,000,000 each occurrence, Combined single limit

Failure of County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Proposer to identify a deficiency from evidence provided shall not be construed as a waiver of Proposer's obligation to maintain such insurance. Proposer shall maintain insurance for the duration of the contract.

The certificate shall list the Certificate Holder and address as follows: Sauk County, 505 Broadway, Baraboo, Wisconsin 53913.

Insurance shall include under the General Liability and Automobile Liability Policies "Sauk County, its employees, elected officials, representatives, and members of its boards and/or commissions" as "Additional Insured's".

All insurance shall include a thirty (30) day notice to the County prior to cancellation or material policy change.

## 12. NO ASSIGNMENT

Assignment by the selected Proposer to a third party of any contract entered into for this project is prohibited and will not be recognized by the County unless approved by the County in writing in advance.

## 13. TAX EXEMPT STATUS.

Sauk County is a tax-exempt municipality under sec. 77.54(9a), Wis. Stats.

# **SPECIFICATIONS**

## 1. PROJECT NARRATIVE

Sauk County is soliciting proposals for real estate brokerage services for the sale of the SCHCC facility. Respondents to this request are encouraged to submit a proposal in line with their experience in the sale of county run nursing homes. This document is being issued for the purpose of soliciting quotes and proposals from prospective brokers and to provide a framework for submitting your proposals. The target audience for this request for proposal is individuals and entities who have an interest in brokering the sale of the SCHCC with the intent of maintaining the nursing home operations within the County.

SCHCC is a county-owned 82-bed skilled nursing facility that is licensed with the State of Wisconsin and operated by Sauk County. SCHCC has served Sauk County since 1970, first at the County Farm, then at its current location.

SCHCC transitioned to its current location through construction that occurred in 2007 - 2008 and moved in 2009. SCHCC is located at 1051 Clark St., Reedsburg, WI53959. The facility consists of approximately 71,322 square feet of building space. The building has asphalt parking lots that accommodate 102 vehicles. The property is also abutted by approximately 31.7 acres of land that is owned by Sauk County and was originally proposed for future potential assisted living facilities.

## 2. SPECIFICATIONS/SCOPE OF SERVICES

These specifications/scope of services are intended to be primarily goal-oriented versus prescriptive in nature. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide the services described herein shall be furnished at the proposed price and shall conform in strength, quality and workmanship to that usually provided by the practice.

Sauk County is accepting proposals for brokerage services for purposes of the sale of the SCHCC. Sauk County is willing to consider proposals that include the option of the sale of the SCHCC building in addition to the additional 31.7 acres for potential assisted living development. The business sale includes the 82-bed license and facility, all inventory, all moveable equipment, and any fixed equipment necessary to operate the nursing home and the responsibility on the date of transfer to continue operations of a nursing home in Sauk County.

The County encourages Proposer to submit the most competitive proposal possible. If additional information is required, the County is willing to respond to written questions and requests for more information from Proposer or their representative. All questions regarding this solicitation for information should be directed to the Sauk County Administration Office. Send your written questions to the Administrator by email to [brent.miller@saukcountywi.gov](mailto:brent.miller@saukcountywi.gov). **Questions must be received by 12:00PM on January 30, 2024 and will be collectively answered on the Sauk County website by 4:30PM on January 31, 2024.**

There will be an opportunity or an onsite inspection of the property on January 26, 2024 at 11:00 am. Contact the County Administrator's Office at (608) 355-3274 to let them know you will be attending on that date.

All costs associated with the preparation of proposals are the sole responsibility of the proposer.

Any proposal must allow for the uninterrupted care of the current residents. Additionally, Sauk County is committed to meeting its responsibility to serve the population that is unable to obtain needed services from other providers in the county. Accordingly, Sauk County invites and encourages the submission of innovative proposals that will enable service to those persons who would otherwise find it difficult to receive services in Sauk County.

Broker must be willing to negotiate a sale resulting in the continued, responsible operation of the nursing home and the care of its residents at a mutually agreeable date. Broker must also present marketing ideas/strategies for

3. COMPENSATION

The vendor is to provide a fixed price/lump sum/fixed percentage for brokerage services.

4. PROJECT SCHEDULE

<b>EVENT</b>	<b>SCHEDULED DATE</b>	<b>TIME (all CST)</b>
Release of RFP	January 16, 2024	9:00AM
Site Visit/Pre-Bid Conference	January 25, 2024	11:00AM
Proposals Due	February 1, 2024	12:00PM
Proposals Opened	February 1, 2024	12:30PM
Committee Action on Bid	February 1, 2024	Meeting begins at 4:00PM
Completion Date	TBD as negotiated	

5. QUALIFICATIONS

A. Relevant Experience: Current real estate brokerage license in good standing with Wisconsin DSPS plus any other required licenses and/or certifications to supply the requested services. Must have prior experience in negotiating the sale of a skilled nursing facility with a preference for prior experience in negotiating the sale of a county-run skilled nursing facility.

B. Proposer Information

- i. Letter of introduction that includes name of contact person and contact information.
- ii. Office location(s), ownership and affiliation, size of entity/company
- iii. Entity’s objective in relation to this project
- iv. Key project personnel including responsibilities and qualifications to do this work.
- v. References – provide client name, contact name/title/address/phone of at least three clients that have been or are currently being provided similar service within the last five (5) years
- vi. A description of the proposers marketing plan for the SCHCC.

Proposers may also include marketing plans for the additional 31.7 acres noted above.

- vii. The Sauk County Board of Supervisors approve the sale of the SCHCC with specific terms for the sale. The resolution containing the terms and conditions for the sale will be in the resolution attached hereto as Exhibit A. At a minimum, Proposers shall address the terms and conditions in the attached resolution in their proposal and how indicate how marketing and sale may be affected.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

RESOLUTION # 98-2023

**Resolution to Expand the Long-Term Care Continuum in Sauk County**

**Resolution offered by the Property Committee**

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

**BACKGROUND:** In August of 2010, Keefe & Associates studied the potential long-term care continuum for the county. It laid out a strategy for potentially adding Assisted Living to the nursing home Reedsburg campus. Until 2018, multiple follow up studies reported the market was continuously oversaturated until a report by Wipfli LLC in 2018.

It is highly unlikely Sauk County will be able to expand the continuum without increasing the amount of taxpayer support the existing facility already requires. For the years 2018 through the end of 2024 the county will have spent more than \$17 million in sales and property tax revenues or an average of \$2.44 million per year.

There is no statutory requirement for the county to own or maintain a nursing home. The monies allocated to support the nursing home are better spent meeting the needs of our aging population through statutorily required programs that benefit residents throughout Sauk County rather than a facility that primarily serves only the Reedsburg market.

This resolution proposes marketing the nursing home and incentivizing a developer to build a long-term care facility and preserve the 82 bed licenses in the county.

**NOW THEREFORE, BE IT RESOLVED,** by the Sauk County Board of Supervisors that a Request for Proposals marketing the Sauk County Nursing Home be issued with the following conditions:

- The bed licenses cannot be sold or transferred outside of Sauk County subject to severe penalties as established in the terms of sale.
- The county reserves the first right of refusal not to exceed the sale price should the owner decide to sell the property.
- Preferential consideration may be given to a local (Sauk County based) buyer.
- The sale price shall not be less than the value of the outstanding bond payments.
- The remaining 31.7 acres of land may also be used to incentivize the construction of an assisted living or comparable long-term care facility.
- Any amount over the value of the outstanding bond payments may be used to incentivize construction of an assisted living or comparable long-term care facility.
- The potential buyer shall demonstrate a history of 5-star ratings in the senior health care industry.
- The potential buyer shall retain existing staff subject to job performance.
- The Board of Supervisors shall approve all final contracts.

**BE IT FURTHER RESOLVED,** that the existing nursing home staff will have first priority when filling new or vacant positions elsewhere in the county based upon qualifications and past job performance; and,

50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94

**BE IT FURTHER RESOLVED**, the county board shall encumber the remaining 31.7 acres of adjoining land for a period not to exceed 10 years if a long-term care facility is not acquired for the site; and,

**BE IT FURTHER RESOLVED**, that if the property is sold, the County Administrator shall present a plan to Finance for final consideration by the County Board of any unused sales tax or tax levy from the 2024 proposed budget with allocations being prioritized for the Aging and Disability Resource Center (ADRC), Veteran's Services, Human Services and Public Health as well as county staff salaries.

Approved for presentation to the County Board by the Property Committee, this \_\_\_\_ day of \_\_\_\_\_, 2023

Consent Agenda Item: [ ] YES [ ] NO

Fiscal Impact:  None [ ] Budgeted Expenditure [ ] Not Budgeted

Vote Required: Majority = X 2/3 Majority = \_\_\_\_\_ 3/4 Majority = \_\_\_\_\_

The County Board has the legal authority to adopt: Yes X No \_\_\_\_\_ as reviewed by the Corporation Counsel, *By [Signature]*, Date: *12.12.2023*.

Offered and passage moved by:

*Smooth Deter*  Aye  Nay  Abstain  Absent  
Mark "Smooth" Detter

*CG*  Aye  Nay  Abstain  Absent  
Carl Gruber

\_\_\_\_\_  
Joel Chrisler  Aye  Nay  Abstain  Absent

\_\_\_\_\_  
Robert Spencer  Aye  Nay  Abstain  Absent

*James Astle*  Aye  Nay  Abstain  Absent  
James Astle

Fiscal Note: Fiscal note: The Health Care Center has outstanding general obligation bond debt payable through 2027 totaling \$4,464,565 and the 2024 budgeted county levy allocated was \$788,087.

Health Care Center	YEAR				
	2024	2025	2026	2027	TOTAL
Principal Redemption	\$ 995,000	\$ 1,020,000	\$ 1,050,000	\$ 1,085,000	\$ 4,150,000
Interest Expense/ Premium Amortization	124,990	94,952	64,127	30,496	314,565
Total Debt Expense	\$ 1,119,990	\$ 1,114,952	\$ 1,114,127	\$ 1,115,496	\$ 4,464,565
2024 Budgeted Levy	788,087	TBD*	TBD*	TBD*	TBD*
	\$ 1,908,077	TBD*	TBD*	TBD*	TBD*

\*TBD or To Be Determined

95  
96  
97  
98  
99  
100  
101  
102

MIS Note: MIS Note: Based upon MIS internal reporting, technology support for the Health Care Center accounts for roughly 5% of the total MIS support hours. Infrastructure costs, not already included in the Health Care Center's annual budget, amount to approximately \$5,000 per year.