



Administration Department

505 Broadway, Baraboo, Wisconsin 53913
(608) 355-4840 | www.co.sauk.wi.us | www.ExploreSaukCounty.com

Request for Proposal:
Baraboo Sauk County Campus
Redevelopment Plan

PROPOSAL DUE DATE & TIME:
August 18, 2025 - 4:00 pm CST

Request for Proposal Opening:
August 19, 2025 – 10:00 am CST

Question Deadline:
July 31, 2025 - 4:00 pm CST

Non-Mandatory Site Visit:
July 28, 2025 – 1:30 pm CST

BARABOO SAUK COUNTY REPRESENTATIVE:
Melanie Platt-Gibson
E-MAIL ADDRESS: melanie.plattgibson@saukcountywi.gov
TELEPHONE #: (608) 355-4840



DATE: July 21, 2025

TO: Interested Consultants & Developers

RE: Sauk County, Wisconsin Baraboo Sauk County Campus Redevelopment Plan

To Whom It May Concern:

Sauk County, on behalf of the Baraboo Sauk County Campus property owners—including the City of Baraboo and Sauk County—is seeking proposals from qualified firms, consultants or development organizations to provide a comprehensive redevelopment plan for the 63.25-acre campus located at 1006 Connie Road, Baraboo, WI 53913.

This plan will serve as a strategic guide for future development initiatives and may include considerations such as higher education expansion, economic development, business growth, housing, or other uses that maximize the property's potential. It will function both as a physical development blueprint and a policy framework, providing guidance for decisions made by elected officials, appointed boards, staff, residents and other stakeholders involved in shaping the future of the campus property.

Sauk County anticipates this project will be completed within seven months or less, with work scheduled to commence on or before September 19.

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SECTION 1: Timeline

Milestone	Date
RFP Issue Date	July 21, 2025
Non-Mandatory Site Visit	July 28, 2025, 1:30 pm CST
Clarifying Questions Due	July 31, 2025, 4:00 pm CST
Responses to Questions Distributed	August 5, 2025, 5:00 pm CST
Proposal Due Date	August 18, 2025, 4:00 pm CST
Proposal Opening Date	August 19, 2025, 10:00 am CST
Proposal Review & Shortlisting	August 20, 2025, 4:30 pm CST
Interviews/Presentations (tentative)	September 4, 2025
County Committees/Campus Commission/Board(s) Review	September 11, 2025
Selection Notification	September 12, 2025
Contract Negotiation & Award	September 15 & 16, 2025
Project Kickoff	September 19, 2025
Final Baraboo Sauk County Campus Redevelopment Plan	March 30, 2026

SECTION 2: Project Introduction and Information**2.1 Introduction**

The City of Baraboo (City) and Sauk County (County) are embarking on an exciting opportunity to redefine the jointly owned Baraboo Sauk County campus. To do so effectively, the County is seeking a highly skilled team with expertise in planning, architecture, real estate or development to craft a comprehensive Baraboo Sauk County Campus redevelopment strategy.

Initial Overview:

- **Current Use:** The site functions as a branch for the University of Wisconsin-Platteville.
- **Future Plans:** Tentative plans include adding Edgewood University courses on-site potentially starting August 2026, focusing on nursing (BSN) education.
- **Ultimate Goal:** Before expanding higher education offerings, the City and County wish to explore the highest and best use of the property. This includes considering various options that may range from a center of higher education excellence or mixed-use facility combining multiple functions, to a complete redevelopment:
 - A specialized higher education hub serving multiple institutions
 - A mixed-use facility combining residential, commercial, cultural, institutional or other functions
 - Redevelopment or adaptive reuse of campus buildings and/or the property

Introductory Opportunities:

- Conduct a comprehensive assessment of the site's potential and constraints.
- Engage stakeholders including the City, County, educational institutions and community members to gather input.
- Develop conceptual plans for multiple use scenarios and provide feasibility analysis.
- Recommend the most appropriate, sustainable and economically viable development approach.
- Provide phased implementation strategies, if applicable.

Informational Goals:

- Maximize the site's value for overall City and County benefit.
- Support regional community and economic development.
- Ensure flexibility for future needs and potential growth.
- Recognize the existing infrastructure while exploring innovative redevelopment options.

2.2 Purpose

This RFP aims to explore innovative and strategic options for the property's future utilization. Potential avenues include, but are not limited to:

- Develop additional higher education facilities to expand academic offerings.
- Collaborate with other institutions to establish branch campuses, fostering regional access to education.
- Repurpose the site for alternative residential/commercial ventures or community-oriented uses that benefit the local area and county.
- Consider the closure of the current campus and undertaking a comprehensive redevelopment plan to maximize the property's contribution to the region's community, economic and cultural growth.
- Proposals should consider how each option aligns with regional development goals and the long-term benefits for the City and County.

2.3 Background

Sauk County is located within south central Wisconsin and has a population of 66,497 (2020 Census). The County encompasses 848 square miles. There are 22 townships, 14 villages and 3 cities; as well as trust land held by the Ho-Chunk Nation. The City of Baraboo is Sauk County's largest municipality with a population of 12,556 and is the county seat with a vibrant downtown.

Overall, Sauk County's economy, as well as Baraboo's, is driven by its location, topography and natural resources. Much of the employment sector is service based due to the strong tourism industry, closely followed by education and health services, as well as manufacturing, specifically in plastics. The rural landscape also reinforces and supports a strong agricultural segment.

Sauk County is home to six school districts including the Baraboo School District serving 2,708 students; Wisconsin Dells Area School District serving 1,815 students; Reedsburg School District serving 2,600 students, Sauk Prairie School District serving 2,720 students, River Valley School District (Spring Green) that serves 1,090 students and the school district of Weston with a student population of 252. Total Sauk County 4k through 12th grade student population is 11,185.

The Baraboo Sauk County Campus was created in 1966 when the City of Baraboo (City) and Sauk County (County) entered into an intergovernmental agreement having jointly purchased the real estate and constructed buildings and other improvements. The property was then leased to the University of Wisconsin Board of Regents for the operation of the Baraboo Sauk County Campus for the period from July 1, 1967 to June 30, 2042.

The University of Wisconsin-Baraboo/Sauk County (UW-BSC) was opened in 1968 as a two-year branch campus of UW-Madison. After a 1971 merger of the University of Wisconsin and Wisconsin State University institutions, it became part of the UW Centers and was one of 13 two-year campuses of the University of Wisconsin Colleges. It joined UW-Platteville in 2018 as a branch campus following dissolution of the UW-Colleges system.

The Baraboo Sauk County campus was originally built to serve approximately 350 students but saw growth in 2004 through 2014, peaking at 758 students. Most students came from hometowns within 45 miles of the campus. From 2015 and beyond, enrollment steadily declined. Just over 75 students are expected on campus for the Fall 2025 semester. The campus resides on approximately 63.25 acres of wooded hillside in the Baraboo Bluffs range, in the northwest corner of the City of Baraboo. The campus is bordered by a suburban neighborhood in the City of Baraboo (east), suburban neighborhoods in the Village of West Baraboo (south and west) and a wooded area in unincorporated Sauk County (north). The University property also abuts three K-12 schools in the Baraboo School District.

The grounds and facilities are owned jointly by the City and County, with staffing, programming and equipment currently being provided by the University of Wisconsin-Platteville in the Umhoefer / Plager classroom and science building. The primary degree offered is the Associate of Arts and Sciences (AAS) degree. Students earning the AAS degree are guaranteed transfer to a four-year UW campus. Most students transfer to a UW System four-year institution or Madison Area Technical College (Madison College).

In early 2000, Campus administration began to explore options for housing. In 2006, the County provided funds to formally study the need for housing and develop a master plan for campus facilities. A professional market study was commissioned that included surveys of existing students and an analysis of current housing in the Baraboo area. In 2014, the Villas of Baraboo opened and provided dormitory style housing for the Baraboo Sauk County campus students.

Status of the University of Wisconsin System:

The UW System consists of two doctoral R1 campuses (Madison and Milwaukee) which grant baccalaureate, master's, doctoral and advanced professional degrees and 11 comprehensive campuses (Eau Claire, Green Bay, La Crosse, Oshkosh, Parkside, Platteville, River Falls, Stevens Point, Stout, Superior and Whitewater) which grant associate, baccalaureate and selected graduate and professional doctorate degrees; and, until recent campus closures, 13 two-year campuses that were integrated with nearby doctoral or comprehensive campuses (Baraboo, Barron, Fond du Lac, Fox Cities, Manitowoc, Marathon, Marinette, Marshfield, Richland, Rock, Sheboygan, Washington and Waukesha).

In November 2017, the Board of Regents approved a proposal to restructure UW Colleges and UW-Extension, integrating UW Colleges campuses with UW four-year institutions and assigning divisions within UW-Extension to UW-Madison and UW System Administration. The restructuring was approved by its accreditation agency, the Higher Learning Commission, on June 28, 2018. The UW Baraboo Sauk County Campus was assigned to the University of Wisconsin-Platteville comprehensive campus as one of two (Sauk County Baraboo and Richland County) two-year campuses that would be directed by UW-Platteville.

The 13 two-year college facilities are owned by the municipalities or counties in which they are located. Generally, the UW System is responsible for the academic program, movable equipment and utilities, while the municipality/county is responsible for repairs, improvements and maintenance of the facilities.

In November 2022, UW System President Jay Rothman announced that UW-Platteville Richland (UW-Platteville Baraboo Sauk County Campus' sister branch campus) would be closing in July 2023. In October 2023, it was announced that in person instruction would be ending at two additional campuses: UW-Milwaukee at Washington County and UW-Oshkosh, Fond du Lac campus. Classes at these two campuses ended after the spring, 2024 semester.

In January 2024, the UW-Green Bay Chancellor announced that the UW Green Bay Marinette campus would move fully online in fall 2024. Additionally, in March 2024, the UW-Milwaukee Chancellor announced that the UW-Milwaukee Waukesha County campus would close after the spring 2025 semester. Most recently, in June 2024, the UW-Oshkosh Chancellor announced that the UW-Oshkosh, Fox Cities campus would close after the spring 2025 semester.

Status of the Baraboo Sauk County Campus:

Since the assignment of the Baraboo Sauk Campus to UW-Platteville in 2018, enrollment has experienced a consistent decline. At the time of this RFP release, there are 84 students registered for the Fall 2025 semester. In comparison, the Fall 2024 semester had 167 students registered and the Spring 2025 semester saw a decrease with 132 registered students. The Campus Commission, in close collaboration with UW-Platteville, has undertaken a consolidation of the university's footprint on the campus.

Effective June 1, 2025, the UW-Platteville branch campus is now situated solely within the Umhoefer/Pleger Classroom and Science Center. The remaining four academic buildings have been vacated, reflecting the reduced enrollment and the strategic focus on the remaining facility. The other three academic buildings are now vacant. Here is a breakdown of the buildings:*

- The Fine Arts Center (Swalbach Arts / RG Brown Theatre / Hill Music Center)
- Library (TN Savides Library)
- Classroom and science building (Umhoefer Administration / Pleger Science Center)
- The Lange Center which houses a gymnasium, executive dining room, a commercial kitchen, classrooms, locker rooms, fitness rooms and more.
- The Villas of Baraboo dormitory, a 22-unit building constructed in 2014, with (2) two bedroom, two bath units at 585 sq ft each and (20) four bedroom, two bath units at 750 sq ft each. The Villas are owned by Bluffstone, Dubuque, Iowa. The Villas are located on campus under a lease with the City / County owners through 2044, with optional renewals.

**A map of the campus, all buildings and grounds is attached. Each building is labeled with the year it was constructed, square footage and location. The map also shows additional amenities currently located on the site including tennis courts, soccer and ball diamonds, hiking trails – Ice Age Trail, access roads and more.*

The Umhoefer classroom and attached Pleger science building are currently leased to the University of Wisconsin-Platteville for a two-year period that is renewable in May 2027. UW-Platteville will continue to provide a two-year associate degree, along with one four-year degree option in business management.

Edgewood University is under consideration as a higher education tenant beginning Fall 2026 in the library building offering a four-year nursing degree. A formal lease with Edgewood has not been signed at this time. Edgewood is working with ADCI, a local architectural design firm, to determine potential renovations to the library for classroom and lab spaces.

UW-Platteville and Edgewood University have a signed matriculation agreement for credit transfer. Both institutions are working on an arrangement where UW-Platteville would provide two years of undergraduate studies and sciences necessary for a BSN at the Baraboo Sauk County Campus. Upon completion of the UW-Platteville two-year program, a student would be eligible to begin years three and four at the Edgewood building on the Baraboo Sauk County Campus to complete a BSN degree. At this time, the arrangement for classes between UW-Platteville and Edgewood has not been finalized.

Finally, in addition to the core academic and administrative facilities which includes theater and music programming spaces, the campus also has a student center with recreational space, study lounges and food service operation; athletics and fitness facilities consisting of gymnasium, fitness center, dance studio, racquetball courts, soccer field, tennis courts and an 18-hole disc golf course. The campus woodlands are crossed by several walking/hiking trails, including a portion of the state-wide Ice Age Trail.

Redevelopment Details:

Provisions from the 2023 Act 250 of the Wisconsin State Legislature created a continuing General-Purpose Revenue (GPR) fund and appropriation to the Wisconsin Economic Development Corporation (WEDC) to support branch campus redevelopment grants. Act 250 reserved \$20,000,000 GPR in 2023-24 in the Joint Committee on Finance supplemental appropriation for this purpose. Act 250 requires WEDC to award grants of up to \$2,000,000 to political subdivisions (a city, village, town or county) for costs including planning costs and demolition costs, associated with the redevelopment of buildings or other sites owned by the political subdivision on a branch campus or former branch campus "that are or will no longer be used for academic purposes."

The grant could be utilized by any of the former branch campuses (former college campuses) that were partnered with a university in the UW System restructuring plan approved by the Higher Learning Commission on June 28, 2018, regardless of whether the site is currently used for academic purposes. This includes the campuses in Baraboo, Barron, Fond du Lac, Fox Cities, Manitowoc, Marathon, Marinette, Marshfield, Richland, Rock, Sheboygan, Washington and Waukesha. The grants may be used to fund activities that contribute to the overall economic improvement and enhancement of the community, including activities that facilitate job creation, workforce development, small business support, housing or public infrastructure improvement.

2.4 Technical Questions and Request for Clarification

Technical Questions and Request for Clarification to the RFP (by email only) must be sent electronically to Melanie Platt-Gibson via email at melanie.plattgibson@saukcountywi.gov. The final date to submit technical and clarification questions is August 4, 2025 at 4:00 pm CST. A summary of all questions and responses provided by Sauk County will be posted at the Bids and Contract Information page at www.co.sauk.wi/rfps on August 11, 2025 by 4:00 pm CST.

2.5 Budget and Contract Period

The County anticipates the contract will be for a duration of approximately seven (7) months from September 2025 through March 2026. The County anticipates a budget not to exceed \$150,000 for the services provided.

Funding will be requested through the WEDC Redevelopment Grant program to support this contract. Budget estimates should be broken down by the budget year and tasks outlined in the scope of work and preliminary timeline. Final compensation will be negotiated between the successful consultant(s) and Sauk County. There is no guarantee of work under the contract. In addition, the County reserves the right to solicit separate contracts with other consultants at its sole discretion, if needed.

2.6 Notice of Request for Proposals

Notice is hereby given that the County will receive Proposals per specifications until **August 18, 2025, 4:00 pm CST** ("Closing"). No Proposals will be received or considered after that time. One (1) bound and tabbed paper copy, one (1) unbound and tabbed paper copy and one (1) electronic copy of the proposal on a USB drive must be submitted to:

Sauk County Administration Department
Attn: Melanie Platt-Gibson, Economic Development Director
505 Broadway, Room 134
Baraboo, WI 53913

Sauk County reserves the right to reject all Proposals not in compliance with all prescribed public RFP procedures and requirements and may reject for good cause all Proposals upon the finding that it is in the public interest to do so and to waive all informalities in the public interest. In the award of the contract, the County will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of the County and will reserve the right to award the contract to the contractor whose Proposal must be best for the public good.

A contract incorporating the terms of this RFP shall be entered into by successful proposer after award of the project and before the work may commence. The County encourages proposals from minority, women and small business enterprises.

2.7 Minimum Qualifications

- The following are the minimum qualifications that proposing firms must meet to submit a response to this solicitation. Submittals must clearly show compliance with the minimum qualifications within the proposals. Additional team member qualifications can be found under 5.2.5.
- The proposing firm(s) must have a minimum of five (5) years' experience from the date of issuance of this RFP.
- The proposing firm(s) must have a minimum of five (5) years' experience working with local government and/or municipal planning projects.
- The proposing firm(s) must have experience and expertise completing redevelopment or adaptive reuse plans with preference given to experience in an academic environment.
- The designed project lead shall be a permanent, full-time employee of the proposing firm and have a minimum of five (5) years of experience either with the proposing firm or other firms or employment managing and providing similar services to those requested under this solicitation.
- The individuals of the proposing firm(s) assigned to the project must have relevant education and training in public engagement processes, land use and redevelopment planning.

SECTION 3: General Proposal Process

3.1 Modification or Withdrawal of Proposal.

Any proposal may be modified or withdrawn at any time prior to the closing deadline, provided that the written request is received by the Sauk County Administration Department, prior to the Closing date. The withdrawal of a proposal will not prejudice the right of a proposer to submit a new proposal.

3.2 Addenda

If any part of this RFP is changed, an addendum will be provided on the Bids and Contract Information page at www.co.sauk.wi.us/rfps for any published Addenda or response to clarifying questions.

3.3 Submission of Proposals

Proposals must be submitted in accordance with this RFP. All proposals must be legible and comply in all regards with the requirements of this RFP. All proposals must include a cover letter with signature that affirms the proposer's intent to be bound by the proposal. If a proposal is submitted by a firm or partnership, the name and address of the firm or partnership must be shown, together with the names and addresses of the members. If the proposal is submitted by a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the contract.

No late proposals will be accepted. Proposals submitted after the closing date will be considered late and will be returned unopened. Proposals arriving by mail after the deadline will not be accepted, despite the postmark date.

3.4 Post-Selection Review and Notice of Intent to Award Contract

The County will name the apparent successful proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful proposer is procedural only and creates no right of the named proposer to award of the contract.

3.5 Investigation of References

The County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any proposer with respect to the successful performance of similar services, its compliance with specifications and contractual obligations, in completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. The County may postpone the award or execution of the contract after the announcement of the apparent successful proposer to complete its investigation.

3.6 RFP Proposal Preparation Costs and Other Costs

Proposer costs of developing the proposal, cost of attendance at an interview (if requested by the County), or any other costs are entirely the responsibility of the proposer and will not be reimbursed in any manner by the County. Proposer must not include any such expenses as part of the price proposed in response to the RFP. The County must be held harmless and free from all liability, claims, or expense whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3.7. Clarification and Clarity

The County reserves the right to seek clarification of each proposal, or to make an award without further discussion of proposal received. Therefore, it is important that each proposal be submitted initially in the most complete, clear, and favorable manner possible.

3.8 Right to Reject Proposals

The County reserves the right to reject any or all proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by the County.

3.9 Cancellation

The County reserves the right to cancel or postpone this RFP at any time or to award no contract.

3.10 Proposal Terms

All proposals, including any price quotes, will be valid and firm through a period of ninety (90) calendar days following the closing date. The County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame to be further considered in the procurement process.

3.11 Oral Presentations

At the County's sole discretion, proposers may be required to give an oral presentation of their proposals, a process which would provide an opportunity for the proposer to clarify or elaborate on the proposal but will in no material way change the proposer's original proposal. If the County requests presentations, the Sauk County Administration Department will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by the proposer and will not be reimbursed by the County.

3.12 Usage

It is the intention of the County to utilize the services of the successful proposer(s) to provide services as outlined in Section 4 Scope of Work and Deliverables.

3.13 Review for Responsiveness

Upon receipt of all proposals, the Sauk County Administration Department or designee will determine the responsiveness of all proposals. If a proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be considered as part of the proposal evaluation process. The County reserves the right to determine if an error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a proposal. The proposer's contact person identified on the proposal will be notified, identifying the reason(s) the proposal is non-responsive.

3.14 RFP Incorporated into Contract

This RFP will become part of the contract between the County and the selected consultant(s). The consultant(s) will be bound to perform according to the terms of this RFP, their proposal(s), and the terms of a contract.

3.15 Communication Blackout Period

Except as called for in this RFP, proposers may not communicate with members of the City of Baraboo Council or other City staff or representatives of the Sauk County Board or other County employees or representatives about the RFP during the procurement process until the apparent successful proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a proposal.

SECTION 4: Scope of Work and Deliverables

4.1 General

The City and County, property owners of the Baraboo Sauk County Campus, seek to reimagine the property to determine the most appropriate, or highest best use.

4.2 Work Statement

In general, the role of the selected consultant team will be to complete tasks necessary to create a redevelopment plan for the Baraboo Sauk County Campus. The selected consultant will lead and coordinate with the Sauk County Administration Department to implement this planning process. The ideal firm should have a strong visioning process to identify key issues and goals for the campus, as well as a thorough analysis of existing conditions and trends upon which sound educational, cultural and economic development policies and new initiatives can be based. The result is a plan that addresses the specific and unique needs of the Baraboo Sauk County Campus. The plan must also provide clear implementation strategies and action items on which to achieve identified goals and objectives. A description of the scope of work and deliverables is included in this section of the solicitation.

There may be additional tasks that will be identified as part of the contract negotiations as being necessary for the creation and implementation of a successful plan. Components may also be added or removed as the planning process unfolds based upon feedback from staff, the community, boards, commissions and elected officials. All aspects of the scope of services outlined below and included herein are expected to be completed within the agreed upon project deadlines.

4.3 Existing Conditions

Sauk County anticipates that the Baraboo Sauk County Campus Redevelopment Plan will be grounded in a thorough review of existing documents, including but not limited to the following:

- 1966 Intergovernmental Agreement with City of Baraboo and Sauk County
- 1970 City and County Campus Commission MOA with the Regents of the University of Wisconsin
- 2009 Sauk County Comprehensive Plan – Positioning Sauk County for the Future
- 2012 Baraboo Sauk County Campus Residential Student Housing Facilities and Programming RFQ
- 2014 Lease Extension Agreement between City of Baraboo, Sauk County and the University of Wisconsin System Board of Regents
- 2014 Lease agreement with Bluffstone properties on The Villas of Baraboo dormitory housing building
- 2023 City of Baraboo Comprehensive Plan
- 2024 Invest Sauk: Driving Innovation, Building a Resilient Economy, & Empowering Business Growth
- 2025 MOA Universities of Wisconsin, City of Baraboo and Sauk County
- Other Higher Education, Economic Development, Health Needs, Cultural, Housing or Redevelopment Plans or Proposals

4.4 Project Management

Sauk County Administration Department will serve as the County's project management team and primary points of contact for direction, deliverable review and approval, management of the contract and external communications for the campus redevelopment planning process. The consultant will perform work necessary to effectively coordinate the project development, including the project schedule and budget. The consultant will assist in managing the county's project management team, guiding them through project goal setting, engagement and data collection and plan development. Sauk County administrative staff will work closely with the consultant to develop content, provide feedback/comments and offer project direction. Proposals should articulate project management measures required to ensure that the project is completed on time, within budget and in accordance with applicable laws, policies, standards and best practices.

4.5 Project Communication Expectations

Consistent communication between Sauk County's project team and the consultant project manager will be needed to ensure the project is progressing on-time and on-budget. Proposals should account for bi-weekly written status updates documenting completed tasks, upcoming tasks, delays to the schedule and any assistance needed. An example of a written status update should be included in the proposal.

The awarded consultant will be responsible for documenting relevant communication throughout the project. For example, stakeholder meetings will require meeting summaries, and phone calls may require follow-up emails with talking points and any decisions made. These will not be submitted any later than seven (7) days from the meeting or phone call. An example of documenting communication should be included in the proposal. Sauk County must be notified of any proposed change in schedule or budget of any individual task or subtask after finalization of the schedule and budget. Changes in scope, project timelines or both will need to be documented through a project memorandum and/or amendment to the original contract with sign-off by the consultant and Sauk County, through the appropriate approval process.

4.6 Division of Labor

The selected consultant will have access to the County Administrator and administration staff members who, in addition to their regular duties, are tasked with responding to questions, providing data and documents, and assisting the consultant with tasks associated with the scope of work. It is the expectation of the County that Department staff and existing resources will be employed to control project costs.

4.7 Additional Key Elements and Principles

The campus redevelopment plan will aim to balance the vision of City and County leadership, elected and appointed officials, citizens and stakeholders through an assessment of needs, sustainability and innovation. To guide that requirement, the County would like to ensure that some general elements and principles are also considered throughout the campus redevelopment planning process and plan preparation.

Key Elements

- Graphics The selected consultant shall use visual techniques that accurately and effectively depict pertinent information for each component of the final plan. This may include, but is not limited to branding, infographics, word maps, illustrations, photos and renderings. Easy to read and understand informative charts, graphs and maps should also be considered. Graphics and coloring schemes, to include pantone colors which are reviewed to ensure they meet ADA standards and guidelines. Such graphics and coloring schemes shall be used as tools to distinguish important themes and goals throughout the plan. The plan shall include the City and County logos.
- Plan accessibility and length The plan shall be written in a format that is easily accessible and understandable. The plan is being written for elected officials, academic leaders and the public among others. Plan components must be easily translated to both a written document and an interactive version online. The plan should be concise but include all the necessary elements.
- Visioning and development of goals, policies, and action The goals, policies and actions shall be developed following significant public engagement. These items will help define the vision for the City and County regarding potential future higher education growth, economic development, potential cultural opportunities, business development, adaptive reuse and/or community/county needs. Implementation recommendations and actions shall consider that the Campus Redevelopment Plan will be used in the future as a guiding document for the City and County.
- Public engagement The plan shall be developed utilizing a robust public engagement effort, ensuring those that often do not participate have opportunities to participate in the plan outcomes. Public engagement will include some traditional methods, such as surveys and in-person meetings. In addition, public engagement will also employ innovative, non-traditional digital and online techniques, to connect to citizens where they are daily. The engagement will intentionally include and seek out citizens with unique perspectives who have been traditionally underserved. The types and frequency of engagements, and targeted constituencies, shall be qualified to ensure accountability and validity. The selected consultant will provide a communication and public engagement plan that outlines best practices for equitable and meaningful online and in-person participation.

4.8 Anticipated Services

The services listed below are anticipated for the campus redevelopment planning process. Please note, there may be additional tasks that will be identified as part of the contract negotiations as being necessary for the creation and implementation of a successful plan.

- Meetings with staff throughout the planning process, to include but not limited to:
 - Review project scope and timeline.
 - Periodic review meetings with staff on the planning process and updates.
- Develop goals, action steps, benchmarks with an implementation schedule for the planning process.
- Conduct a Site Analysis to review existing campus facilities, infrastructure and surrounding area.
- Develop and facilitate an extensive public engagement process.
 - Design and develop marketing items for public engagement events, such as social media posts, flyers, signs, etc.
 - Design traditional methods as well as non-traditional and on-line techniques. On-line techniques should consider the use of engagement resources.
- Identify and inventory all recent studies, MOAs and plans that are applicable to the campus redevelopment plan and incorporate any applicable recommendations.
- Develop campus redevelopment plan components to address required content, key elements and principles:
 - Outline issues and opportunities for campus property; and develop a vision, goals, objectives and recommendations for all the required plan elements.
- Conduct meetings with key stakeholders including, but not limited to elected officials and public to obtain input and guidance.
- Prepare periodic written reports to the County project management team as needed.
- Create materials for public meetings and media throughout creation of the plan. Materials may include, but are not limited to maps, presentation boards, social media posts, flyers, surveys, etc.
- Draft campus redevelopment plan, including written and graphic elements, and submit for ongoing review and approval, following the project schedule.
- Include an implementation Roadmap that outlines steps for phased redevelopment or repurposing including potential partnerships or tenants.
- Provide a section that identifies feasibility, cost analysis and funding/resources to provide cost estimates, funding strategies and potential revenue models that map to the campus redevelopment plan.
- Edit public draft, prepare final campus redevelopment plan document, and present to the Baraboo Sauk County Campus Commission for review.

4.9 Project Deliverables

The chosen consultant shall provide both a print-ready and web-formatted copy best suited for online display and interaction with the public, of the complete Campus Redevelopment Plan. At the completion of the project, the consultant shall provide the Sauk County Administration Department digital copies of all data, photos, files, reports and other documents collected and created during the planning process, in both static (pdf) and editable formats (.jpg, .shp, .xls, etc.), if applicable.

SECTION 5: Proposal Content

5.1 Proposal Requirements.

Proposals shall be prepared using 8 ½" x 11" format for ease of printing. Use of 11"x17" formats for large tables, charts or diagrams are permissible, but should be limited. Index the proposal and sequentially number all pages throughout the section. Proposals may not exceed forty (40) pages in length including optional appendices. Optional appendices may contain summaries of relevant project examples, consultant staff resumes, or other supporting documents. Proposal covers, table of contents, tabs, forms and any attachments that are required contents are not limited to the number of pages but must not be excessive and must be directly related to the specific content requested.

5.2 Proposal Outline.

Proposals must be assembled in accordance with the format specified below and, in the order specified. Failure on the part of the proposer to clearly and completely provide all the content and information requested below may result in the County's rejection of the submittal as nonresponsive. However, the County reserves the right to waive minor informalities and irregularities in the format of the submittal at its sole discretion.

1. Cover Letter: Introduce the consultant submitting the proposal including the name, address, telephone number, email address of the contact person(s) representing the team and the names of other firms or individuals participating in the proposal. The cover letter must have the original signature of the officer who will be accountable for all representations.
2. Table of Contents: Identify the segments of the proposal by section and page number.
3. Minimum Qualification Summary: Provide a page or pages that clearly lists each of the Minimum Qualifications in Section 2.7 of this solicitation and provide a detailed statement as to how the proposer meets each requirement. The County's determination as to whether a proposer meets the minimum qualifications will be made from this page.
4. Firm's Proposals, Experience, and References: The proposer shall provide a brief narrative with general information about the firm, including:
 - Office location(s) that will provide services under this contract and the number and types of employees at this location(s).
 - A list of current applicable licenses, certification, accreditations, and/or credentials for the firm's employees that demonstrate competency for the work that will be performed under the contract.
 - A concise summary of the firm's general capabilities, qualifications, and experience in providing similar professional consulting services to government and/or other public agencies.
 - List the firm's previous government and/or public agency experience with contracts.
 - Describe the firm's overall approach to project management for the types of services described in this solicitation, including communication methods, quality control methods, and budget controls.
 - List at least three (3) projects completed by the firm within the last five (5) years that are like the services requested in this solicitation. For each project listed, provide: a detailed description, the names of the project manager and key personnel, project start and end dates, initial budget and final cost, and client name and contact information.
 - Please also identify any experience the firm has in maintaining confidentiality and neutrality while facilitating a stakeholder work group for a controversial project, along with experience coordinating group deliberations including when there is not consensus.
5. Project Manager & Key Personnel Proposals, Experience, and References: Identify the firm's project manager that will be assigned to this contract and provide the following information:
 - Provide their name and title; name of the firm where currently employed and the number of years with that firm; total years of related work experience; and address of primary work location. List their personal credentials, general work experience, and any certifications and license to perform the work.
 - Indicate where the project manager has experience providing services to government and/or public agencies. Provide a narrative of the specific experience that the project manager has in managing and coordination multidisciplinary teams including coordinating multiple staff and projects, controlling costs, and ensuring timely high-quality deliverables.
 - Provide detailed descriptions of at least two (2) projects directly managed by the identified project manager within the past five (5) years that are like the services requested in this solicitation. Please also identify any experience the firm has in maintaining confidentiality and neutrality while facilitating a stakeholder work

group for a controversial project, along with experience coordinating group deliberations including when there is not consensus.

- Provide names and valid contact information for at least three (3) professional client references that have worked directly with the project manager within the past five (5) years and are familiar with their work.
- List any other entities that will be performing work under this contract, as well as current applicable licenses, certifications, accreditations, and/or credentials that demonstrate competency for the work that will be performed.

6. Project Approach: Include the following information in this section:

- Provide a summary of the firm's understanding of the project.
- Provide an overview of the firm's approach to perform the requested services in this proposal. Use the scope of work identified in Section 3 as the outline, however, adjust, as necessary. Include general timeline estimates and deliverables.
- Provide a proposed project schedule from initiation to project completion.
- Outline how the firm anticipates achieving the public engagement goals associated with this solicitation.

7. Project Communication: Include the following information in this section:

- Example of a written status updated documenting completed tasks, upcoming tasks, delays to schedule, assistance needed, etc.
- Example documentation for communication to the County regarding meeting summaries, phone calls, etc. pertaining to talking points or decisions made during these conversations.

8. Project Budget: Submit as part of the proposal a complete total cost for the project. A breakdown of the total cost shall be shown as follows:

- Proposed costs for each of the scope of work identified in Section 4.
- Hourly rates for all consultant employees who are expected to work on the project. The rates shall be the agreed upon costs for any additional services requested by the County, above and beyond what is detailed in this solicitation.
- Reimbursement costs including details of services or items and the applicable charge per unit.

It is the responsibility of the proposing firm to accurately predict the amount of time and resources that they will need to spend on the project and their associated total costs.

SECTION 6: Proposal Evaluation

6.1 General

This section describes the method the County will use to evaluate proposals received by the deadline in response to this solicitation. This request does not constitute an offer of employment or to contract services. The County reserves the right to retain all proposals, whether selected or rejected. Once submitted, the proposals and any supplemental documents become property of the County. The County reserves the right to reject all proposals and re-advertise the RFP.

6.2 Initial Screening of Proposals

All submittals will be initially screened for responsiveness and the minimum proposals outlined in this solicitation. Those submittals that do not clearly meet the minimum standards will be considered non-responsive and will not be evaluated.

6.3 Evaluation Criteria

The County will evaluate and score the proposals using the criteria and point values listed below:

Criteria	Points
Firm's Proposals, Experience and Technical Knowledge <ul style="list-style-type: none"> Firm's demonstrated knowledge in Wisconsin state land use laws and processes. Firm's technical and proven ability to complete a campus redevelopment plan. Firm's recent examples and description of how they are relevant to the services requested in this solicitation. County will consider the capability, integrity and reliability of the firm, project manager and key personnel, as verified by references. County will review submittal and demonstrated experience as outlined-Section 2.7 	30
Project Manager, Key Personnel's Proposals, Experience and Technical Knowledge <ul style="list-style-type: none"> Project manager and key personnel has proven ability to complete campus redevelopment plan. Project manager and key personnel include recent relevant examples and describe how they relate to the services requested in this solicitation. County will consider the capability, integrity and reliability of the project manager and key personnel as verified by references. County will review submittal and demonstrated experience as outlined-Section 2.7 	20
Comprehensive Project Approach and Understanding <ul style="list-style-type: none"> Includes a comprehensive project proposal with timelines and methods that demonstrate an understanding of the scope of work. Demonstrate an understanding of required supporting documents. 	30
Project Schedule, Budget and Management Timeline <ul style="list-style-type: none"> Includes a comprehensive project timeline and budget that identifies management techniques to keep the project on time and within budget. Demonstrates an understanding of cost breakdown and tasks associated with the project. The submitted cost is reasonable, demonstrates an understanding of the scope of work, and is an exceptional value for the County. Rates are reasonable. Includes a breakdown of cost, fee structure and organizational capacity. 	20
Highest Possible Score	100

6.4 Evaluation Process

The County will evaluate the proposals according to the evaluation criteria in Section 6.3 and will rank the proposals. At the County's discretion, the top-ranked proposers may be contacted and asked to submit more detailed or supplementary information and/or invited to participate in interviews. If interviews for select candidates are held, they are expected to take place September 4, 2025.

If interviews are held, then the County will conduct a final evaluation of the proposers based on the criteria listed in Section 6.3. Interviews will have a maximum of 100 points. The initial evaluation scores combined with the interview scores will be used to determine the final ranking.

Interview and Evaluation Scoring	Points
Initial Evaluation Scoring	100
Interview Scoring	100
Highest Possible Score	200

6.5 Selection and Negotiation

In the award of the contract, the County will consider the final scores of proposers, the element of time and the interview. The County will accept the Proposal or Proposals which in their estimation will best serve the interests of the County and will reserve the right to award the contract to the contractor whose Proposal must be best for the public good. The County will initiate negotiations with the proposer who, in the sole opinion of the County, best meets the County's needs as outlined in this solicitation.

The County will ask the selected proposer to submit a fee schedule. The County will then enter negotiations with that firm to finalize the contract and the fee schedule. The County reserves the right to negotiate any aspect of the contract and/or fee schedule for purposes of executing a contract.

Although the County may open discussions with the selected proposer, consideration or negotiations resulting in a contract are not guaranteed. If the County is unsuccessful in negotiating with the selected proposer or if negotiations do not proceed in a timely fashion, the County reserves the option to terminate the negotiations and proceed with the next-highest ranked proposer, and so on until an agreement is reached with one of the proposers or the process is terminated.

6.6 Baraboo Sauk County Campus Commission Approval and Contract Execution

The County will make a recommendation to and obtain approval through the Baraboo Sauk County Campus Commission. Once the County has finalized and issued a contract for signature, the successful consultant must sign the contract and provide any outstanding documents including, but not limited to, certificates of insurance and W-9 forms. The County will only sign the contract upon receipt of all required documents.

SECTION 7: Standard Terms and Conditions

7.1 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. The terms of this section shall be incorporated into the Contract for Services. By submitting a proposal, the Proposer is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFP. Special provisions for a contract may also apply.

7.2 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 bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their proposal.

7.3 Deviations and Exceptions

Deviations and exceptions from terms, conditions, or specifications must be described fully, on the proposer's letterhead, signed, and attached to the proposal. In the absence of such statement, the proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the proposer must be bound to the provisions.

7.4 Quality

Unless otherwise indicated in the request, all material must 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.

7.5 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.

7.6 Delivery

Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

7.7 Pricing and Content

Sauk County qualifies for governmental discounts; unit prices must reflect these discounts. Unit prices shown on the proposal must 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 must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Proposer must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must 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.

Submission of a proposal constitutes proposer's certification that no financial or personal relationship exists between the proposer and any County official or employee except as specially set forth in writing attached to and made part of the proposal. The successful proposer must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

7.8 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. Submission of a proposal 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.

Proposals MUST be date and time stamped by Sauk County on or before the date and time that the bid is due. Proposals dated and time stamped after the deadline will be rejected. Actual receipt by the County is necessary. Receipt of a proposal by the proposer's email system does not constitute receipt of a proposal by the County. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

7.9 Ordering/Acceptance

Written notice of award to a proposer in the form of a purchase order or other document, mailed or delivered to the address shown on the proposal will be considered sufficient notice of acceptance of proposal. A formal contract signed by both parties must be used.

7.10 Payment Terms and Invoicing

Unless otherwise agreed, Sauk County will pay properly submitted proposer 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. A good-faith dispute creates an exception to prompt payment.

7.11 No Waiver of Default

In no event must 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 must exist must 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.

7.12 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. Sauk County, including all its departments, 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. 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. Proposers performing construction activities are required to pay state use tax on the cost of materials.

7.13 Entire Agreement

These Standard Terms and Conditions must 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 must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

7.14 Guaranteed Delivery

Failure of the proposer to adhere to delivery schedules as specified or to promptly replace rejected materials must render the proposer liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

7.15 Applicable Law

This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The proposer must 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. Sauk County also reserves the right to cancel this contract if the County learns the proposer is debarred from a local governmental entity, the State of Wisconsin or federally debarred proposer or a proposer that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

7.16 Antitrust Compliance

Those parties contracting with the County or submitting proposals under this Request for Proposal (RFP), certify that with respect to all aspects of this proposal and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

7.17 Assignment

No right or duty in whole or in part of the proposer under a contract may be assigned or delegated without the prior written consent of Sauk County.

7.18 Subcontracting

If sub-contractors are to be used, this must be clearly explained in the Proposal. Awarded consultant(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 must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

7.19 Nondiscrimination/Affirmative Action

The consultant 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 consultant must provide a harassment-free work environment. These provisions must 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.

7.20 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 Administrative Code and all applicable OSHA Standards.

The vendor must comply with the County’s worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

7.21 Safety Data Sheets

If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the consultant must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

7.22 Warranty

Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer’s standard warranty must apply as a minimum and must be honored by the vendor.

7.23 Indemnification and Insurance

The consultant must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure, or money resulting from any cause whatsoever and must not penalize the County for any losses incurred. Consultant must 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 must 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 must survive the expiration or termination of the contract or agreement.

To secure consultant’s obligation to hold harmless and indemnify the County, vendor must 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

Professional Liability: \$1,000,000.00

Excess Liability: (Umbrella) \$1,000,000.00.

(Each occurrence and aggregate.)

The consultant must add Sauk County, its officers, agents and employees as additional named insured. Consultant must 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.

Consultant must 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.

7.24 Termination for Default

Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract and may contract with another party with or without solicitation of proposals or further negotiations. As a minimum, consultant must be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

7.25 Termination for Convenience

Upon seven (7) calendar days written notice delivered by first class postpaid United States Mail, to the address indicated in the proposal, to the successful proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The consultant must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

7.26 Non-Appropriation of Funds

Sauk County intends to make all payments required to be made under any Agreement resulting from this RFP. However, in the event Sauk County's legislative body, the Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

7.27 Independent Vendor Status

Consultant holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and

the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

7.28 Public Records, General

It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal openings are public unless otherwise specified. If awarded this contract, consultant must assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a consultant related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

7.29 Public Records, Trade Secrets/Proprietary Information

Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Proposer labeled "Trade Secret, Confidential and Proprietary Information Form" included with the proposal. 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 must be upon the vendor.

The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Proprietary information on the "Trade Secret, Confidential and Proprietary Information Form" Proposer shall, at is sole cost and expense, fully

cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trade secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Proposer shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

7.30 Public Records, Confidential Information (Not subject to Section 7.29 above)

Information supplied by Proposer to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by Proposer to Sauk County that may be considered confidential information shall include only the information identified on a document created by the Proposer labeled "Trade Secret, Confidential and Proprietary Information Form" included with the proposal. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Proposer would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records. Proposer understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Proposer. Proposer agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county.

Compliance and cooperation of Proposer shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form" Proposer shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Proposer shall pay all of the costs of litigation of the County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Proposer asserts, and County understands that, without this pledge of confidentiality, the Proposer would not provide confidential information to the County and would not enter into this contract with the County.

7.31 Patent, Copyright and Trademark Infringement

The consultant 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, software, or trademark. The consultant covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

7.32 Licensure, Certification and Statutory Requirements

Consultant 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 must be at consultant's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

7.33 Promotional Releases

Consultant agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

7.34 Force Majeure

Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Melanie Platt-Gibson
Sauk County Administration Department
Economic Development Director
West Square Building, Rm 134
505 Broadway
Baraboo, WI 53913
E-mail: melanie.plattgibson@saukcountywi.gov

Attachment A: Buildings and Maps

Baraboo Sauk County Campus
1006 Connie Road
Baraboo, WI 53913

Total Property: 63.25 Acres

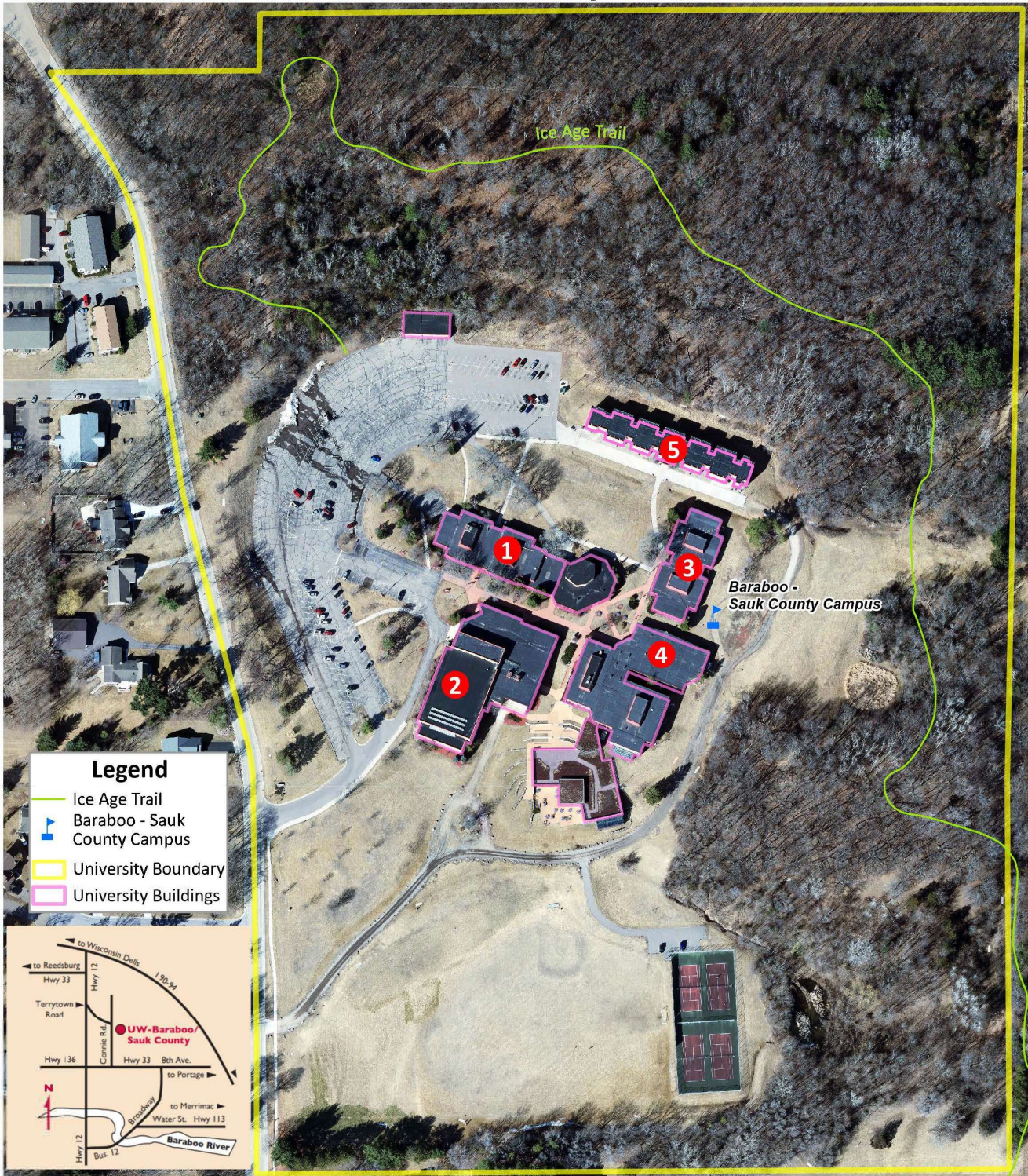
Buildings:

- #1 Fine & Performing Arts Center (20,975 sq ft)**
 - Swalbach Arts Center (1968 – 4,982 sq ft)
 - RG Brown Theatre (1968 – 10,095 sq ft)
 - Hill Music Center (1997 – 5,898 sq ft)
- #2 Lange Center (1997 – 26,892 sq ft)**
- #3 TN Savides Library (1968 – 12,330 sq ft)**
- #4 Aural M. Umhoefer Building (1968, 1997, 2015 – 39,917 sq ft)**
 - Umhoefer Administration (1968 – Addition in 1997 – 25,948 sq ft)
 - Pleger Science Center (2015 – 13,969 sq ft)
- #5 The Villas at Baraboo – 22 dormitory-style units (2014)**

Amenities:

- Tennis Courts
- 18-hole Disc Frisbe Course
- Soccer Fields
- Ball Diamonds
- Hiking / Mountain Bike Trails
- National Ice Age Trail Segment
- Outbuildings, Sheds/Maintenance Areas

Baraboo Sauk County Campus



NAD 1983 HARN Wisconsin CRS Sauk (US Feet)
1:2750
07/09/2025

0 0.05 Miles

Sauk County Land Information
GIS Department



FOR INFORMATIONAL PURPOSES ONLY
Sauk County does not attest to the accuracy
of the data contained herein and makes no
warranty with respect to its correctness or validity.
Data contained in this map is limited by the method
and accuracy of its collection.

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 - Swalbach Arts Center (1968 - 4,982 sq ft)
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- 5 The Villas at Baraboo (2014)**