



REQUEST FOR PROPOSAL (RFP)

Land Resources & Environment Department
505 Broadway, Baraboo, Wisconsin 53913
(608) 355-3245 www.co.sauk.wi.us

RFP TITLE

Great Sauk State Trail/Walking Iron Trail
Geotechnical Services for a pedestrian bridge over the Wisconsin River

RFP DEADLINE

August 28, 2020
2:00 p.m. (CST)

Late or unsigned proposals will be rejected.

SUBMIT PROPOSAL TO
THIS EMAIL ADDRESS

lisa.wilson@saukcountywi.gov

DIRECT
ALL INQUIRES TO

NAME

Lisa Wilson

TITLE

LRE Director

PHONE #

608-355-3245

EMAIL

lisa.wilson@saukcountywi.gov

WEB SITE

www.co.sauk.wi.us

DATE ISSUED: August 5, 2020

PROPOSAL SUBMISSION CHECKLIST

Proposal Submittal

Proposal Delivery

(1) electronic copy in a PDF format. Proposal size shall be limited to 25 MB.

Sent to: lisa.wilson@saukcountywi.gov with the following in the email subject line:

- Wisconsin River Pedestrian Bridge Proposal

PROPOSALS MUST BE EMAILED NO LATER THAN THE DEADLINE DATE AND TIME NOTED ABOVE.

August 5, 2020

Interested Geotechnical Consultants

Re: Sauk County, Wisconsin
Great Sauk State/Walking Iron Trail Pedestrian Bridge over the Wisconsin River

To Whom It May Concern:

Sauk County, Wisconsin (the County) is soliciting cost proposals for Geotechnical Services associated with the Great Sauk State/Walking Iron Trail Pedestrian Bridge.

SCHEDULE

Request for Proposals Issued.....August 5, 2020
Deadline to Submit Clarifying Questions.....August 20, 2020, 4:00 PM, Central Time
Request for Proposals Closing Date and Time.....August 28, 2020, 2:00 PM, Central Time
Anticipated Contract Start Date.....September, 2020
Completion of Soil Boring Logs.....no later than December 14, 2020
Final Geotechnical Report Due Date.....no later than January 22, 2021

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the County will receive Proposals per specifications until **2:00 PM, August 28, 2020 (CST)** (“Closing”), to provide the Great Sauk State Trail/Walking Iron Trail Pedestrian Bridge Geotechnical Services. No Proposals will be received or considered after that time.

Proposals shall be sent electronically via email to Lisa Wilson, Sauk County AICP – Director, email: lisa.wilson@saukcountywi.gov. Proposal file size shall be limited to 25 MB.

Contact Information

Technical Questions (by email only): Lisa Wilson, lisa.wilson@saukcountywi.gov

The County reserves the right to reject any and all Proposals not in compliance with all prescribed public RFP procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and 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 shall be best for the public good.

The County encourages proposals from Minority, Women, and Small Business Enterprises.

SECTION 2 GENERAL PROPOSAL PROCESS

The County reserves the right to reject any and all Proposals received as a result of this RFP.

2.1 Modification or Withdrawal of Proposal. Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the Sauk County Land Resources and Environment Department, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change. Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing via email on or before August 20, 2020 4:00 p.m. (Central Time) to the contact information as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to allow Sauk County the opportunity to provide clarifications or adjust RFP terms or technical requirements prior to the opening of Proposals. The County will consider all requested changes and, if appropriate, amend the RFP. The County will provide reasonable notice of its decision to all Proposers that have provided an address to the Sauk County Land Resources and Environment Department for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Addenda. If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Sauk County Land Resources and Environment Department for this procurement. It shall be the proposer's responsibility to regularly check the RFP and Contract Information page at www.co.sauk.wi.us/rfps for any published Addenda or response to clarifying questions.

2.4 Submission of Proposals. Proposals must be submitted in accordance with this RFP.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. All Proposals must include a cover letter with a 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 shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned by email unopened. Proposals shall be submitted via email only.

2.5 Evaluation Criteria

Category	Points available:
Consultant Team Qualifications	0-20
Project Understanding and Approach	0-40
Key Individuals	0-25
Supportive Information	<u>0-15</u>
	100 Total

2.6 Post-Selection Review and Protest of Award. 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.

2.7 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 its successful performance of similar services, its compliance with specifications and contractual obligations, its 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 the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.8 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.

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

2.10 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.

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

2.12 Proposal Terms. All Proposals, including any price quotations, 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 in order to be further considered in the procurement process.

2.13 Oral Presentations. At the County’s sole option, 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 Proposer’s original Proposal. If the County request presentations, the Sauk County Land Resources and Environment Department will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by the County.

2.14 Usage. It is the intention of the County to utilize the services of the successful Proposer(s) to provide services as outlined in Section 3 Scope of Work.

2.15 Review for Responsiveness. Upon receipt of all Proposals, the Sauk County Land Resources and Environment 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 submitted to the evaluation committee. The County reserves the right to determine if an inadvertent 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. One copy of the Proposal will be archived and all others discarded.

2.16 RFP Incorporated into Contract. This RFP will become part of the Contract between the County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of a contract.

2.17 Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Sauk County Board, Dane County Board, or Great Sauk Trail Commission 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 Proposer. Refer to Section 2.2 Requests for Clarification and Requests for Change.

2.18 Prohibition on Commissions and Subcontractors. The County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process.

2.19 Ownership of Proposals. All Proposals in response to this RFP are the sole property of the County, and subject to the provisions of public records.

2.20 Clerical Errors in Awards. The County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.21 Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP.

2.22 Collusion. By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.23 Proposal Evaluation. Proposals will be evaluated by the County and potentially external representatives.

2.24 Commencement of Work. The contractor shall commence no work until all insurance requirements have been met, and a Notice to Proceed has been issued by the County.

2.25 Best and Final Offer. The County may request best and final offers from those Proposers determined by the County to be reasonably viable for contract award. However, the County reserves the right to award a contract on the basis of initial Proposal received.

Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, the County may select for final contract negotiations/execution the offers that are most advantageous to the County, considering cost and the evaluation criteria in this RFP.

2.26 Nondiscrimination. The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1 Project Description

Preliminary design of the substructure units for the proposed Great Sauk State/Walking Iron Trail Pedestrian bridge over the Wisconsin River in Sauk City, WI is ongoing and the design is progressing to the final design phase of the bridge project.

The main structure components to be constructed as part of this project include the following:

1. Pile supported abutments
2. Drilled shaft supported piers
3. Prefabricated truss superstructure

Enclosed is a Project Location Map, Boring Layout Sheet, and Preliminary Substructure Cross Sections showing the locations and general geometry of the anticipated substructure units of the new bridge as described in the following paragraphs.

Pile Supported Abutments

The west abutment will be located on the western bank of the Wisconsin River adjacent to the existing railroad abutment along Water Street in Sauk City, WI. The east abutment will be located on the western bank of the land extending out into the Wisconsin River on the eastern side of the river along the existing railroad corridor.

Each abutment is expected to consist of a concrete backwall, body stem, wings, and a concrete footing with two rows of steel H-Piles. The front row of piles is to be battered to support lateral loads.

Drilled Shaft Supported Piers

The proposed pedestrian bridge project will require two piers located within the Wisconsin River waterway. Each pier is preliminarily sized to be a single 9 ft diameter drilled shaft extending from the underlying bedrock up to the concrete pier caps and supporting the corresponding steel truss superstructure. The proposed piers are to be located 185 ft from each abutment. Pier 1 is 185 ft east of the west abutment and pier 2 is 185 ft west of the east abutment.

Prefabricated Truss Superstructure

The abutments and the drilled shaft supported piers will support 3 spans of prefabricated trusses that will span from the west abutment to pier 1, pier 1 to pier 2, and pier 2 to east abutment.

3.2 Project Scope

Preliminary Substructure Design

Substructure units are being designed in accordance with AREMA loading requirements in the event that the proposed pedestrian bridge is replaced with a future railroad bridge and therefore limited reworking of the substructure units would be required.

Based on preliminary design calculations, the abutments are to be supported on HP 14x73 piling driven to a required driving resistance of 250 tons per pile as determined by the modified gates dynamic formula. This higher driving tonnage will allow for higher loads due to the possible future railroad usage.

At the pier locations, the preliminary design is for a single 9 ft diameter drilled shaft that will be drilled down to the bedrock. At the start of the bedrock layer, an anticipated 8'-6" diameter rock socket will extend into the bedrock based on preliminary design. Preliminary design also assumes an approximate scour depth elevation at 674 ft which is about 28 ft lower than approximate streambed elevation of 702 ft. Any soils encountered above elevation 674 ft are to be assumed to not assist in resisting pier loads on the drilled shaft. Preliminary design assumed a depth to bedrock based on soil boring logs from the USH 12 bridge across the Wisconsin River (B-56-217). Bedrock was encountered roughly between elevation 640 ft and 630 ft. Based on a slight river grade and the distance from the USH 12 bridge to the project site an estimated bedrock elevation was assumed to be at 630 ft. Service design loads being applied to the drilled shaft at the scour depth (EL. 674) per the preliminary design include an axial force of 2,850 kips, a shear force of 145 kips and an overturning moment of 9,750 kip-ft.

The design values shown above are all preliminary and may change in the final design phase and are also contingent upon the geotechnical exploration findings. Preliminary design is based on an assumed estimated depth to bedrock and therefore actual depth of bedrock is critical in correctly sizing the pier drilled shaft diameters and rock socket depths.

Geotechnical Engineering Services

The base scope of the geotechnical services includes a total of 4 borings consisting of 1 boring at the west abutment, 1 boring at pier 1, 1 boring at pier 2, and 1 boring at the east abutment. The locations for each boring can be found on the attached Boring Layout Sheet. Note that the location for the pier borings are at the center of the proposed drilled shaft. These borings need to be very precise to verify exact soil and rock conditions at the pier locations. The following table shows estimated boring depths. The intent is for the drilling to extend to auger refusal into the underlying bedrock and then obtain the minimum length of rock core as shown.

Table 1 - Boring Description - Basis of Scope of Services

Description	Boring	Approx. Depth to Bedrock (Below Grade)	Rock Cores	
			Number	Min. Depth into Bedrock
West Abutment	B-1	125 ft	0	-
Pier 1	B-2	105 ft	1	30 ft
Pier 2	B-3	105 ft	1	30 ft
East Abutment	B-4	120 ft	0	-

The existing ground elevation at the west abutment is approximately 753 ft. Bedrock is estimated to be located at about elevation 630 ft. The depth of the boring is expected to be approximately 125 ft at the west abutment. The existing ground elevation at the east abutment is approximately 748 ft. Bedrock is estimated to be located at about elevation 630 ft. The depth of the boring is expected to be approximately 120 ft at the east abutment. Additional boring length may be required to reach auger refusal.

The pier borings will be taken within the Wisconsin River waterway and will require a barge. Observed water elevation on the Wisconsin River in the vicinity of the proposed drilled shaft piers on 08/21/2019

was 730.60 ft. Varying water surface elevation should be expected. Bedrock is estimated to be located at about elevation 630 ft. Length of the boring to bedrock is expected to be approximately 105 ft. After reaching bedrock, a minimum 30 ft rock core will be required at each pier location. River flow rate can be seen at the following locations:

National Weather Service

<https://water.weather.gov/ahps2/river.php?wfo=mkx&wfoid=18793&riverid=204248&pt%5B%5D=151567&allpoints=146262%2C142318%2C151067%2C151066%2C146268%2C146265%2C146266%2C144171%2C146267%2C141683%2C146259%2C146269%2C146270%2C146272%2C146271%2C142453%2C145951%2C145952%2C141901%2C141271%2C141873%2C151567&data%5B%5D=all>

USGS Gage

https://waterdata.usgs.gov/wi/nwis/uv?site_no=05407000

The rock cores that are performed shall extend to the minimum depth as noted in Table 1. Rock cores shall be performed in accordance with Chapter 7 of the WisDOT geotechnical manual section 7-2.2.2. The cores must be examined by an experienced geologist for the presence of voids, weathered zones, shear zones, or any other condition that could limit the load carrying capacity of the rock. If any of these irregularities are of sufficient magnitude to cause concerns, coring should be extended until 10 feet of competent rock is found. If the bedrock is questionable or highly variable, a second core may need to be obtained. Based on the information developed by the coring, the geotechnical engineer and the geologist will determine a base elevation for each substructure shaft unit. Variations in the slope of the bedrock surface and in the quality of the bedrock must be considered. The recommended drilled shaft base elevation is then reported to the structural engineer. If condition of the rock core being obtained does not appear to be adequate for what will be needed to support the piers, the geotechnical engineer shall continue extending coring until competent rock is encountered prior to moving the drill barge.

The base scope of services (number and depth of borings) has been determined based on past projects of a similar nature. The geotechnical engineer shall provide a fee for this base scope to provide the County with consistent criteria for one aspect of their evaluation of the proposals. The geotechnical engineer shall make an independent assessment of the necessary field exploration and testing necessary to provide the geotechnical information requested in this RFP and needed for design. Fees for any services beyond the base scope shall be included separately in the proposal. If no additional services are proposed, it is understood that the geotechnical engineer concurs that the base scope is sufficient to provide the information requested.

The layout of the proposed Great Sauk State/Walking Iron Trail Pedestrian bridge is preliminary. Structure locations may change slightly during final design. If the subsurface conditions require additional or changed borings or other evaluations appear to be necessary to provide the desired information, please advise the County.

The geotechnical work shall include the following items:

1. Contact Digger's Hotline and local utility companies for underground utility locations. Discuss presence of other underground utilities and/or facilities with the County and obtain location information. Contact the County if the proposed boring location shown in the attached exhibit conflict with any underground utilities discovered.

2. Obtain all necessary WisDNR/ACOE permits for work within the waterway. Coordinate with regulatory agencies as necessary.
3. Mobilize drilling crew and equipment to project site and return. The selected geotechnical consultant shall be responsible for coordinating access through private properties, if necessary, to any portions of the project area. A barge will be required to perform the in-water borings at the two pier locations and possibly the east abutment location. Obtain all permits prior to performing borings per WisDOT standard specification 107.19, including the WDNR Waterway Marker Application and Permit. Coordinate with necessary jurisdictions to obtain access to street right-of-way, railroad right-of-way, easements, and the Wisconsin River. A no cost temporary access permit (TAP) will be required to access WisDOT railroad right of way to perform soil borings. Contact: Lisa Stern, WDOT Lisa.Stern@dot.wi.gov for information and application.
4. Stake soil boring locations and ground elevations. Determine exact field locations for each boring. The County will provide local horizontal and vertical control points in the project vicinity for use by the Geotechnical consultant.
5. Perform standard soil borings with a 2-inch outside diameter split barrel sampler driven 18 inches with a 140-pound weight falling 30 inches (American Society for Testing and Materials D1586), unless otherwise recommended by the geotechnical engineer.
6. Provide the Standard Penetration Resistance (SPT) which is the total number of blows required to penetrate the last 12 inches (SPT N-value) a minimum of every 10 feet for each boring.
7. Measure water levels in the abutment borings during drilling, at the completion of the drilling, and 24 hours after completion of drilling. Record water surface elevation at the time of each pier boring has begun and completed.
8. Backfill bore holes in accordance with code requirements.
9. Unconfined compressive strength tests shall be conducted and rock quality designation values shall be determined for the rock core samples.
10. Perform laboratory tests as necessary to determine general strength and settlement characteristics of the soil.
11. Classify soils. Provide drawing of soil boring records and analyses of results. Particle size gradations shall be provided to determine whether on-site soils are suitable for use as fill/backfill and to provide for hydraulic scour calculations.
12. Classify fill soils from borings, including a determination of whether any potential hazardous/petroleum waste material or solid wastes are present. These classifications and determinations shall be based on field observations of samples and drilling spoils, not on laboratory analysis or other testing of the samples. Note all observations on the soil boring logs.
13. Provide additional geotechnical evaluations as recommended by the geotechnical engineer and approved by the County.
14. Provide project coordination, project administration, and geotechnical report. The

geotechnical report shall include the following items at a minimum and any additional geotechnical information required for the design and construction of the facility:

- a. Presence or absence of rock, old excavation, or fill. Rock shall be sampled to determine whether it can be excavated.
 - b. Suitability of the site for the structure to be built thereon.
 - c. Classification of soil strata after appropriate sampling.
 - d. General type of foundation that will be required at the site.
 - e. Elevation of groundwater and whether dewatering is anticipated at the abutment locations.
 - f. Homogeneity and compressibility of the soils across the site and evaluation of the anticipated total and differential settlement of the structures.
 - g. Abutment recommendations for deep foundations:
 - i. Concurrence of the preliminary design driven pile sizing of HP 14x73 or recommendation of an alternative foundation support option that meets loading requirement discussed previously.
 - ii. Depth, end bearing, and skin friction design values for proposed pile size at each abutment location.
 - h. Pier recommendations for deep foundations:
 - i. Concurrence on preliminary drilled shaft size of 9 ft diameter with an 8'-6" diameter rock socket or recommendation of an alternate foundation support option that meets loading requirement discussed previously.
 - ii. Depth, end bearing, and skin friction design values, along with lateral L-pile parameters for drilled shafts at each pier location.
 - iii. Rock socket base elevation.
 - iv. Determine if 'tip grouting' is a viable option to obtain higher end bearing values.
 - i. Seismic Design Site Class in accordance with the Wisconsin Commercial Building Code.
 - j. Elevations of the existing grade and other topographical features that may affect the foundation design of construction.
15. Provide a certificate of insurance. Evidence of insurance coverage shall include professional liability, general liability, automobile liability, bodily injury, property damage, and completed operation. Sauk County shall be made Additional Insureds to these policies with the exception of the professional liability policy.
16. Provide preliminary field boring log data to the bridge consultants no later than December 14, 2020. Provide three hard copies of the geotechnical report including boring logs, one copy for Sauk County, two copies for bridge consultants, and a PDF copy no later than January 22, 2021.

SECTION 4 PROPOSAL CONTENTS

Submittals should be submitted electronically to Lisa Wilson, Sauk County AICP – Director, email: lisa.wilson@saukcountywi.gov. Each submittal should follow the requested format and be organized according to the following major categories. Addenda to submittals will not be considered.

Proposers must provide the following information in the proposal, which appears below:

4.1 Cover Letter. The cover letter should identify the proposing entity, the contact for the procurement and contract negotiation process, and be signed by an authorized representative or official.

4.2 Consultant Team Qualifications.

Qualifications will be determined based on the documented previous experience of team members in similar projects.

4.3 Project Understanding and Approach.

Proposers should provide a description, no more than one page in length, of the consultant team understanding of the project to the County.

4.4 Firm Information and Project Team.

Briefly provide firm information including a description of the project team, listing key individuals and the role they will perform (principal-in-charge, project manager, engineer, etc.). List any sub-consultants intended to be used and the qualifications, expertise, licensing and/or certification (no page limit).

4.5 Supporting Information.

Proposals should include the following:

- A Gantt chart depicting the proposed project schedule including all key milestones.
- A detail of project costs shall **be submitted on a single sheet with the title, 'Project Costs.'** The County intends to award the project as a Lump Sum amount. Lump sum costs shall be detailed as follows: Phase 1 = Coordination, Permitting, Staking, Mobilization; Phase 2 = Geotechnical Investigation; Phase 3= Geotechnical Report. Geotechnical boring costs in Phase 2 shall be proposed on a lump sum basis per boring location to the planned depths detailed elsewhere in this RFP. Proposers shall also provide supplemental unit price cost (\$/LF) for boring and rock core depth beyond the planned depths.

SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 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. Special provisions for a contract may also apply.

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

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

5.4 Quality. Unless otherwise indicated in the request, all material shall 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.

5.5 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.

5.6 Delivery. Deliveries shall be FOB to the destination listed on the purchase order or contract. Title and risk of loss of goods shall 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.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices shall reflect these discounts.

Unit prices shown on the contract shall 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 shall establish the extended price; the unit price shall govern in the proposal 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 shall not be subject to increase for term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall 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 proposal documents and contracts or agreements.

Submission of a proposal constitutes 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 shall disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 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 proposal is due. Proposals dated and time stamped (via email) after the deadline will be rejected. Actual receipt by the County is necessary. Receipt of a Proposal by the vendor email system does not constitute receipt of a proposal by the County. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

Proposals shall be submitted electronically on company letterhead and signed by an officer of the company. The subject line of the email shall indicate the title of project for which vendor is submitting proposal.

5.9 Method of Award. Award shall be made to the lowest responsible, responsive vendor conforming to the specifications, terms, and conditions, or to the most advantageous proposal submitted to the County, price and other factors considered. Sauk County reserves the right to award based upon the evaluation of the proposals which the County deems to be in its best interest.

5.10 Ordering/Acceptance. Written notice of award to a vendor 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 shall be used.

5.11 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor 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.

5.12 No Waiver of Default. In no event shall 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 shall exist shall 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.

5.13 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. Vendors performing construction activities are required to pay state use tax on the cost of materials.

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

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

5.16 Applicable Law. This contract shall be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in the Sauk County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.17 Antitrust Compliance. Those parties contracting with the County, or submitting proposals under this Request for Proposals, 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.

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

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

5.20 Nondiscrimination/Affirmative Action. The vendor 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 vendor shall provide a harassment-free work environment. These provisions shall 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.

5.21 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 shall comply with the County's worksite rules. Vendor shall comply, train, and accept exclusive responsibility for its employees while on County property.

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

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

5.24 Indemnification and Insurance. The vendor shall bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred.

Vendor shall indemnify, hold harmless, and defend Sauk County, Wisconsin Department of Transportation, Wisconsin River Rail Transit Commission, and Wisconsin Southern Railroad, and their 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, Wisconsin Department of Transportation, Wisconsin River Rail Transit Commission, or Wisconsin Southern Railroad or their 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 shall require vendor to defend or indemnify the County, Wisconsin Department of Transportation, Wisconsin River Rail Transit Commission, or Wisconsin Southern Railroad or any of their officers, employees, agents, boards, or commissions for losses, damages, injuries or death arising out of the negligence of the County, Wisconsin Department of Transportation, Wisconsin River Rail Transit Commission, or Wisconsin Southern Railroad or their agents or employees. The obligations of vendor under this paragraph shall survive the expiration or termination of the contract or agreement.

In order to secure vendor's obligation to hold harmless and indemnify the County, Wisconsin Department of Transportation, Wisconsin River Rail Transit Commission, and Wisconsin Southern Railroad; vendor shall 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

Excess Liability: (Umbrella) \$5,000,000.00

(Each occurrence and aggregate.)

Sauk County, Wisconsin Department of Transportation, Wisconsin River Rail Transit Commission, and Wisconsin Southern Railroad and their officers, agents and employees shall be named as an additional named as additional insureds.

Vendor shall provide a policy or policies, 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.

Vendor shall 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.

5.25 Termination for Default. Failure of the awardee to perform any of the provisions of this contract shall 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 shall constitute a default of the contract. If defaulted, the contractor shall 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, contractor shall 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.

5.26 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class post paid 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 shall promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor shall 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.

5.27 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.

5.28 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract shall establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County shall have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this proposal held by the

contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.29 Independent Vendor Status. None of the officers, employees, or agents of the contractor are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the County.

5.30 Public Records. 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, Vendor shall 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 shall 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 contractor related to this contract with Sauk County shall immediately be reported to the Administrative Coordinator for the County.

5.31 Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated in the proposal or contract itself. 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 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 shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data obtained and all

documentation, and innovations developed as a result of the proposal process and or contract shall become the property of Sauk County.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5), or material which can be kept confidential under the Wisconsin public records law, must be identified on a Confidential and Proprietary Information Form. Proposal prices cannot be held confidential after award of a contract.

Data contained in a Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Sauk County.

5.33 Patent, Copyright and Trademark Infringement. The contractor 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 contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which shall 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.

5.34 Licensure, Certification, and Statutory Requirements. Contractor 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 shall be at contractor's expense. When required any and all permits and inspections shall be included in the proposal price and shall not be an additional cost to the County.

5.35 Promotional Releases. Contractor 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.

5.36 Force Majeure. Neither party shall 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, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department
West Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov