



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

September 26, 2022

Interested Consultants

Re: Sauk County, Wisconsin
 Great Sauk State Trail Master Plan

To Whom It May Concern:

Sauk County, Wisconsin (the County) is soliciting a request for proposals to prepare a master plan for the Great Sauk State Trail connecting the existing built trail in the Sauk Prairie Recreation Area south of Baraboo, Wisconsin to the 400 State Trail in Reedsburg, Wisconsin. Depending on selected location of the trail, the length of the trail in the master plan would be 20-30 miles in length and will include recommended spur trails to community features, facilities, and other recreational opportunities.

SCHEDULE

Request for Proposals Issued.....	September 26, 2022
Deadline to Submit Clarifying Questions.....	October 28, 2022, 4:00 PM, CST
Last Day Answers Posted to Clarifying Questions.....	November 1, 2022, 4:00 PM, CST
Request for Proposals Closing Date and Time.....	November 4, 2022, 2:00 PM, CST
Selection of Consultant by County Oversight Committee ...	November 10, 2022, 9:00 AM, CST
Approval of Consultant by Sauk County Board	November 15, 2022, 6:00 PM, CST
Anticipated Contract Start Date.....	January, 2023
Final Great Sauk State Trail Master Plan	No later than July, 2024 (18-months from contract start date).

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1. Project Information

1.1 Project Overview

The Sauk County Land Resources and Environment Department is issuing this request for proposal (RFP) to prepare a master plan for the Great Sauk State Trail, a regional trail corridor that will connect the existing built Great Sauk State Trail located in the Sauk Prairie Recreation Area south of Baraboo, WI to the 400 State Trail in the City of Reedsburg, WI. The project will span a length of approximately 20 to 30 miles and will include recommended spur trails to community features, facilities, and other recreational opportunities. The plan will determine the route for the trail, provide short and long-term planning and implementation guidance for the regional trail route, acquisition needs, operation and management, and overall development to create a trail that serves as a regional trail destination and maintains high standards for the development, design, and trail experience provided to trail users as is represented by the existing built trail.

The segment of the Great Sauk State Trail made part of this RFP will be an east-west multiuse trail that will run through central Sauk County. The full length of the Great Sauk State Trail, once built, extends from Sauk City in the southeastern part of Sauk County where it will connect to the future Dane County Walking Iron Trail and to the north central part of Sauk County where it will connect to the 400 State Trail in the City of Reedsburg. The trail to be planned as part of this RFP will traverse Devil’s Lake State Park, the Cities of Baraboo and Reedsburg, Village of West Baraboo and will be connected directly or by spur trail to the Villages of North Freedom and Rock Springs. Once fully developed, the trail will feature points of interest through the installation of art along the trail, interpretive signage, installation of rest areas, and connections to natural and historical features such as the Baraboo River, long range viewing areas, historical sites, etc. Consultants are highly encouraged to visit the existing constructed trail to gain a sense of the recreational experience this trail offers and are also encouraged to visit the corridor area for the trail to be planned for under this RFP.

This project will be a cooperative project between Sauk County and participating cities, villages, and towns, with Sauk County serving as the lead agency. A successful planning process will transform community ideas into tangible plans that provide for bicycle, pedestrian and partially snowmobile access to exceptional recreation opportunities, natural resources, and community destinations. All work performed under the anticipated contract must be carried out in accordance with the procedures, requirements, and regulations of Sauk County.

Project oversight will be provided by the Sauk County Land Resources and Environment Committee. Project management will be provided by the following Land Resources and Environment (LRE) Department staff:

Lisa Wilson, AICP, MPA
Department Director

Brian Simmert, AICP
Planning & Zoning Manager

Matt Stieve
Parks & Recreation Manager

Cassandra Fowler
Associate Planner

1.2 Technical Questions and Request for Clarification

Technical Questions and Request for Clarification to the RFP (by email only) must be sent electronically to Brian Simmert. email: brian.simmert@saukcountywi.gov The final date to submit technical and clarification questions is October 28, 2022 at 4:00 p.m. CST. A final 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 by November 1, 2022 by 4:00 p.m. CST.

1.4 Notice of Request for Proposals

Notice is hereby given that the County will receive Proposals per specifications until **November 4, 2022 by 2:00 p.m. CST** (“Closing”). No Proposals will be received or considered after that time. Five (5) bound and tabbed paper copies of the proposal and one electronic copy of the proposal on a USB drive must be submitted to:

Sauk County Land Resources & Environment Department
Attn: Lisa Wilson, Director
505 Broadway
Baraboo, WI 53913

Sauk 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 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. General Proposal Process

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 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.

2.3 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 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 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 contractor.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened.

2.4 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.

2.5 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 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 to complete its investigation.

2.6 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 this RFP. The County must be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

2.7 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.

2.8 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.

2.9 Cancellation.

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

2.10 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 in order to be further considered in the procurement process.

2.11 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 requests 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.

2.12 Usage.

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

2.13 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 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. One copy of the Proposal will be archived, and all others discarded.

2.14 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.

2.15 Communication Blackout Period.

Except as called for in this RFP, Proposers may not communicate with members 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 Proposer. Refer to Section 2.2 Requests for Clarification and Requests for Change.

3. Scope of Work and Deliverables

3.1 Work Statement.

The role of the selected consultant team will be to complete tasks necessary to develop a trail master plan that identifies a viable trail corridor connecting the exiting built trail with the 400 State Trail. The master plan must be in a form suitable to Sauk County and must be submitted in both printed and electronic form. A full description of deliverables is included in *Section 3.3 Project Deliverables*. All aspects of the scope of services outlined below and included herein are expected to be completed within the agreed upon project deadlines.

3.2 Project Coordination.

3.2.1. Project Management

Sauk County staff identified under *Section 1.1 Project Overview* will serve as county's project management team and primary points of contact for direction, deliverable review and approval, management of contract, and external communications for the master 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 the team through project goal setting, engagement and data collection, concept development, and plan drafting. Sauk County 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 industry best practices.

3.2.2. 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 a 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 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 schedule and budget. Changes in scope, project timelines, or both will need to be documented through a project memorandum with sign-off by the consultant and Sauk County.

3.2.3. Public and Agency Involvement

The consultant will work with the County to plan for and perform public and agency involvement to facilitate input and support for the project. A public and agency engagement strategy is needed to assess stakeholder input, perform the alternatives development and evaluation process, and facilitate acceptance and approvals for the project.

Sauk County is not requiring a specific number of engagement meetings be conducted, however it is highly recommended that the consultant meet with each community separate from other communities at least one time during the planning process. Overall, based on best practices and past experience, we are looking for a consultant to propose a public involvement plan that they view as the most effective.

All materials generated for engagement should be consistent with the trail's current identity and should have consistent typography, style of photography, usage of color, and should incorporate the trail's current logo.

3.2.4. Interagency Coordination

While Sauk County retains the responsibility for overall coordination and contact with the interested agencies (including but not limited to municipalities, local interest groups, Wisconsin Departments of Transportation and Natural Resources etc.), it is recognized that the consultant may require certain information from these agencies to properly complete certain key tasks. All briefing of the agencies, request for information from the agencies, and contact with the agencies will be done with the full knowledge and active participation of Sauk County.

3.2.5 Geographic Data and Information

Sauk County creates and maintains a variety of GIS data sets that are available for download via the Sauk County Open Data Repository at <https://data-saukgis.opendata.arcgis.com/> Hiking, Biking, Snowmobile, ATV, and Horseback Trails are just some of the data available in the Recreation portion of the Repository.

Sauk County also has digital orthophotography. The imagery was collected on April 4th, 2020 using a Leica Geosystems DMCIII sensor mounted in a fixed-wing aircraft. Aerial imagery was collected to support 0.5 foot ground sample distance (GSD) orthoimagery to meet ASPRS Class II horizontal accuracy specifications at 1" = 100' map scale. The 6-inch pixel orthoimagery was produced to meet or exceed a horizontal accuracy of 1.4 feet RMSE according to ASPRS Positional Accuracy Standards for Digital Geospatial Data. Resultant orthoimagery was rectified to a DEM created from newly acquired LiDAR collected in 2020. Digital contour data with 1-foot contour intervals is available for the entire project area. The contour data will be shared with the consultant upon award of the contract.

3.2.6 Consultant Data Collection and Site Visits

With input from Sauk County, the consultant shall collect existing data and reports relevant to the project area and obtain new information as needed for the project. For example, site visits will be needed to assess

existing conditions and collect data. Sauk County will coordinate with the awarded consultant to conduct these sites visits and include identified participants.

3.3 Project Deliverables.

Part 1: Great Sauk State Trail Master Plan

The Great Sauk State Trail Master plan must clearly define planning findings and recommendations; with graphic illustrations - including aerial photographs, ground photographs, drawings, maps, etc. The master plan will include cost estimates for the recommended improvements and trail management.

All reports/documentation must be developed and presented in a form acceptable to Sauk County. Digital versions of the master plan and other relevant documents suitable for online viewing, must also be submitted. The master plan document must meet requirements for ADA accessibility.

Eight copies of the entire master plan document must be printed in color and bound and submitted to Sauk County at the conclusion of the project.

Part 2: Real Estate Acquisition

Develop a trail right-of-way plat showing the boundaries of all required lands for the construction and maintenance of the trail and implement a process for trail easement location identification and acquisition over public and private properties. The consultant will then provide real estate easement acquisition services to fix the right-of-way for the future trail and record respective easements with the Sauk County Register of Deeds. Appraisals, if needed, will also be prepared by the Consultant.

3.3.1. Master Plan Content

The Great Sauk State Trail Master Plan (Sauk Prairie Recreation Area to 400 State Trail) must include at a minimum the following:

1. **Boundaries:** A map showing the administrative boundary that includes publicly owned acres and anticipated private inholdings associated with the trail route that together establish the desired management boundary of the land to be managed by the County.
2. **Acquisition:** A list of parcels or real property to be acquired by fee simple ownership or by trail access easement. A description of the natural resources, site suitability, special assessments, potential contamination, and other conditions that affect fee simple ownership or easement acquisition of the site or location of the boundaries should be included for those parcels. A description of the ownership and management arrangement shall be included and specific to circumstances.
3. **Development Concept:** A plan for development, in the form of a maps, drawings and text, including schedule and cost estimates for the project. The plan should include:
 - a. The identified trail route and conceptual drawings of solutions for challenging areas and unique opportunities.
 - b. A breakdown of trail construction in realistic sections that provide functional start/end points of construction that will allow for safe access on an off the constructed section prior to final end construction (i.e., do not create dead ends). Provide realistic construction estimates per section for long-term budgeting.
 - c. Identify and provide buildable and convenient connections to communities, public facilities, public lands, and other open space areas. The plan will specifically yield an identified trail route through

Devil's Lake State Park, part of the Town of Baraboo in the vicinity of Devil's Lake State Park, City of Baraboo and Village of West Baraboo, and City of Reedsburg.

- d. Identify spur trail routes from the main Great Sauk State Trail corridor to other amenities within township, village or city boundaries.
 - e. A map showing regional trail alignment in relation to the roadway, railroad right-of-way, or other land uses, intersection crossings, and other regional and local parks and trails.
 - f. A section graphic showing the trail separation from the road or railroad right-of-way.
 - g. Wayfinding signage plans, indicating the types of signs and general location along the trail corridor.
 - h. Provide for a variety of bicycle and pedestrian users on the trail, while recognizing and managing potential conflicts.
 - i. Provide/connect to adequate public and private support facilities, such as restrooms, garbage, and wayfinding.
 - j. Remain sensitive to the cultural and natural resources in the corridor; and consider the economic and social benefits of the trail.
 - k. Provide for interpretive and interactive opportunities along the trail for artistic, natural, cultural, and historic resources.
- 4. Conflict Identification:** Identification of conflicts with other existing or proposed projects or land uses affecting the trail, including necessary steps for their resolution. Examples of potential conflict includes mixed trail uses (i.e., bike/pedestrian/snowmobile, etc.), challenges associated with shared rail/trail and rail/trail crossings, municipality preferences for the trail location that may not match adjacent municipality preferences, etc.
- 5. Public Right-of-Way:** A description of any non-recreational public right-of-way, such as roads or railroad rights-of-way and bridges that may be needed to accommodate the proposed trail recreational use, including the timing of upgrades and/or reconstruction needed.
- 6. Maintenance and Operations:** Rules, regulations or ordinances affecting the trail, including estimated maintenance needs over time based on surfacing, impact by users certain users, etc. Provide recommendations and/or a template for a maintenance agreement, which can be utilized for trail sections and/or spur trails located within the municipal boundaries of a town, village, or city.
- 7. Partner Engagement:** A process to involve affected agencies and stakeholders, local units of government (municipal committees, councils, boards, etc.), and local, state, and federal agencies in the development of the master plan. A master plan must describe the process undertaken to engage those mentioned above. Sauk County, in conjunction with the consultant, will present the master plan to all affected agencies and stakeholders, local units of government, and local, state, and federal agencies and address their concerns prior to submitting the plan to the Sauk County Board of Supervisors for approval. The master plan submitted to the Sauk County Board shall include a summary of comments received that identifies issues raised and content resulting from engagement efforts.
- 8. Public Engagement and Participation:** A process to engage the public in the development of the master plan. The public engagement process must seek to mitigate existing racial, ethnic, cultural, or linguistic barriers and include people of diverse ages, races, ethnicities, incomes, national origins, and abilities. The master plan must include the public engagement plan and describe the process undertaken to engage those mentioned above. The process must include opportunities for the public to be heard and

to have influence over the contents in the master plan. The master plan submitted to the Sauk County Board of Supervisors shall include a summary of comments received that identifies issues raised and content resulting from engagement efforts.

- 9. Accessibility:** The master plan must address components of accessibility, affordability, and other measures designed to ensure the facility can be used by people with limited mobility.

4. Proposal Content

4.1 Proposal Requirements.

4.1.1. Proposal Format

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 35 pages in length, including optional appendices. Optional appendices may contain summaries of relevant project examples, consultant staff resumes, or other supporting documents.

4.1.2. Proposal Outline

The proposal must contain the following information, labeled 1 - 10 and presented in the order shown:

- 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. Project Approach:** Briefly identify the sources and specific methods the consultant intends to use to conduct the analysis that will inform the master plan. Consultants should provide information pertaining to how they will address deliverables outlined in 3. *Scope of Work and Deliverables*.

The Project Approach should also take into consideration the following issues relevant to the Great Sauk State Trail master plan process:

- Navigation of varied topography for multiuse trail planning purposes.
- Navigation of varied long-range plans for park and recreation properties and amenities in the identified communities.
- Assessment of the condition and design of existing trail segments that could be utilized or incorporated as part of the regional route.
- Guiding a process to evaluate different trail route options to ultimately select a preferred and alternative route.
- Review and analysis of existing, related plans.

Specific innovative approaches that propose creative use of data and/or technology are highly encouraged.

- 4. Public Engagement Plan:** The proposal should provide an overall approach to public, agency, and municipal engagement, as well as specific involvement activities, techniques, strategies and how these specific tasks will integrate into the overall process. The consultant must detail methods to first facilitate input from the community and municipal governments, and then convey the master plan content (once it is complete) to the public and municipal governments. Specific, innovative approaches to public engagement are encouraged. The Engagement Plan must describe the strategy on how to effectively

involve and garner support from the communities and municipal governments within the corridor and/or which communities will be connected to the main line trail by a spur trail.

Sauk County is not mandating a specific number of engagement meetings be conducted. Based on best practices and experience, the County is looking for the consultant to propose an engagement plan that they view as the most effective for this project. Consultants should consider the following in their proposals:

- As part of the engagement process, Sauk County intends to put together an advisory committee of public agency staff (i.e., municipal officials, DNR, WisDOT, etc.) and interested public stakeholders (i.e., advocacy groups, school districts, local businesses, etc.) what would meet several times and provide input throughout the master plan process. The consultant will lead this group and provide meeting materials and draft summaries of key meeting findings.
- Public involvement may include a mix of open houses, popup/intercept events, focus group listening sessions, ARC/GIS StoryMaps, online surveys, and one on one stakeholder meetings.
- Public engagement activities must seek to mitigate existing racial, ethnic, cultural, or linguistic barriers and include people of diverse ages, races, ethnicities, incomes, national origins, and abilities.
- Sauk County will operate and maintain a project website for this project. Related public engagement web application or tools can be linked to this main project website.

- 5. Work Plan:** The consultant shall propose a Work Plan based on a project completion date of no later than 18 months after the contract is awarded. Recommendations for streamlining of efforts are encouraged.

The Work Plan should correspond to the Project Approach and Public Involvement Plan. The consultant should provide a chart of the proposed project schedule by phases and tasks. For each task the consultant should identify the following:

- a. Specific consultant staff to be involved, roles and responsibilities.
- b. Time commitment for each person in hours per task.
- c. Anticipated timing of the task over the duration of the project.
- d. Anticipated county staff to be involved, and their requested roles and responsibilities.

- 6. Project Personnel Profile:** State the full name and address of your organization(s). Include the branch office or other subordinate element that will perform or assist in performing the work. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, state whether it is licensed to operate in the State of Wisconsin. Consultants may also consider including information on the history of the firm and organizational mission/goals.

Identify employees by name, title and qualification that will be employed in the work. Describe current assignment and time commitment to that assignment for all key personnel. Confirm that each team member will be fully engaged in the project as described for the duration of the contract.

List specific types of experience the consultant team has in the following areas:

- Developing master plans for regional trails or similar trail planning projects.
- Demonstrated ability working with multiple units of government on a project that expands across jurisdictional boundaries and which requires detailed coordination to achieve end to end trail connections at municipal boundaries.
- Expertise working with various stakeholders who represent different trail user groups and managing conflict between these groups as part of a planning process.
- Experience working with the state Departments of Transportation for trail crossings of railroad right-of-way, state roads, and US Highways and shared rail with trail right-of-way options, or equivalent experience.
- Experience working with state Departments of Natural Resources for the development of state recreational trails, or equivalent experience.
- Using innovative and highly visual engagement methods to build community support.
- Preparation of initial trail development and trail facility maintenance cost projections for public agencies.
- Demonstrated experience and familiarity working on projects with Sauk County and/or demonstrated experience and ability to work with cities and villages in a semi-rural to rural environment.

7. Project Budget: Submit as part of the proposal:

- Fee proposal for the master plan which includes your firms ‘not to exceed’ fee. The quoted fee shall include estimated reimbursable fees including all expenses associated with mailings and publications.
- Itemized list that matches the tasks identified in the Work Plan.
- Current hourly rates for staff.
- Current overhead rates for all team members.
- A per-meeting cost for any proposed meetings in addition to those proposed (virtual and in-person).
- A schedule of reimbursable direct expenses by firm and expense type.
- The addition of a 10% contingency.
- Signature and contract information of the authorized firm negotiator/expeditor.

8. Professional Reference: Provide two professional references of project manager-level staff that the consultant has completed relevant work for within the last five years. References should be willing and able to speak about the consultant’s quality of work and performance on public planning projects. Preferably, the references are Midwest based park and recreation agencies. Include the reference’s name, title, work email, work phone number, and the relevant project(s).

5. Proposal Evaluation

Representatives of Sauk County will evaluate all responses received by the deadline. All responses will be evaluated based on qualifications so the team(s) should be aware that their experience in providing similar services or similar projects within the Midwest may influence their scores.

A 100-percent scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are:

Criteria	Points
Expressed understanding of the project and technical design of the proposal. The proposal adheres to the document organization and content requested in the RFP. The proposal utilizes elements of graphic design and demonstrates brand identity.	/25
The Project Approach is descriptive and specific in conveying the consultant’s analysis process. It effectively articulates how the proposed process will produce a plan that is comprehensive, strategic, and pragmatic.	/25
The Public Engagement Plan and project team’s experience in conducting successful stakeholder engagement and conflict resolution and work with municipalities.	/15
The Work Plan illustrates how the Project Approach and Engagement Plan will be implemented, identifying specific goals/milestones, strategies, and a practical timeline.	/15
Project budget is reasonable and reflective of the project needs.	/15
Input from provided professional references. Sauk County will conduct reference checks of the top three consultants and only if the scoring in this category has the potential to influence the final outcome.	/5
Highest Possible Score	/100

If necessary, Sauk County may interview any or all proposers at its discretion. Sauk County will not be responsible for any costs incurred by a proposer in preparing for or making a presentation. Sauk County reserves the right to select a consultant without conducting interviews.

Proposals will be evaluated and chosen on the basis of the quality of the proposal and their qualifications. The successful proposer then will be required to submit a detailed scope of services and budget promptly after selection. Sauk County and the successful proposer will then meet to negotiate the final scope of services and compensation. If Sauk County and the successful proposer are unable to agree upon a scope of services and compensation within a reasonable time, as determined by Sauk County, then negotiations may commence with the next higher-ranked proposer.

Prospective consultants should thoroughly read the contract terms and conditions included as part of this RFP, as the awarded consultant shall be required to comply with the terms and conditions contained therein.

This RFP does not obligate the county to award a contract or complete the project. The county reserves the right to reject any and all proposals.

6. Standard Terms and Conditions

6.1 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.

6.2 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. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

6.3 Deviations and Exceptions.

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

6.4 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.

6.5 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.

6.6 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.

6.7 Pricing and Content.

Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

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

6.8 Acceptance-Rejection.

Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid 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.

Bids/proposals MUST be date and time stamped by Sauk County on or before the date and time that the bid is due. Bids dated and time stamped (via email) after the deadline will be rejected. Actual receipt by the County is necessary. Receipt of a bid by the vendor email system does not constitute receipt of a bid by the County. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

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

6.9 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 bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

6.10 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.

6.11 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.

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

6.13 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.

6.14 Guaranteed Delivery.

Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor 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.

6.15 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 vendor 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 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.

6.16 Antitrust Compliance.

Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid 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.

6.17 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.

6.18 Subcontracting.

If sub-contractors are to be used, this must be clearly explained in the Bid. 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 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).

6.19 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 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.

6.20 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.

6.21 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 vendor 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).

6.22 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.

6.23 Indemnification and Insurance.

The vendor 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.

Vendor 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 vendor’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 vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor 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.

Vendor 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.

6.24 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, contractor 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.

6.25 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/bid, to the successful bidder/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 contractor 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.

6.26 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.

6.27 Recordkeeping and Record Retention – Public Works Contracts.

The contractor on a public works contract must 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 must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/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.

6.28 Independent Vendor Status.

Contractor 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.

6.29 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. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor 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 contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

6.30 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 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 a trader 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.

6.31 Public Records, Confidential Information (Not subject to Section 5.30 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 not subject to Section 5.30 above 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 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. Proposer asserts, and County understands that, without this pledge of confidentiality, Proposer would not provide the confidential information to County and would not enter into this contract with County.

6.32 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 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.

6.33 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 must be at contractor’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.

6.34 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.

6.35 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.

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