



REQUEST FOR PROPOSAL (RFP)

Sauk County Land Resources and Environment Department

RFP TITLE

Great Sauk State Trail/Walking Iron Trail Bridge
Funding Services, Construction Documents, Regulatory Permits &
Bid/Construction/Grant Administration

RFP DEADLINE

October 7th, 2022 @ 2:00 p.m. CST
Late proposals, faxed proposals, electronic mail proposals or unsigned
proposals will be rejected.

SUBMIT PROPOSAL TO THIS ADDRESS

SAUK COUNTY CLERK
505 BROADWAY
BARABOO, WI 53913

DIRECT ALL INQUIRES TO

NAME Lisa Wilson

TITLE Director, Sauk County Land
Resources & Environment
Department

PHONE # (608) 355-3245

EMAIL Lisa.wilson@saukcountywi.gov

WEB SITE <https://www.co.sauk.wi.us/cpz>

DATE ISSUED: 09.23.2022

PROPOSAL SUBMISSION CHECKLIST

of Proposals

- ☐ (1) original
- ☐ (10) copies
- ☐ (1) electronic copy of your proposal and
cost proposal in PDF format on a flash
drive

Proposal Delivery

- ☐ Sealed envelope/package containing proposals
and labeled with:
 - Your firm's name
 - The title: Great Sauk State Trail / Walking Iron
Trail Bridge Proposal

PROPOSALS MUST BE DATE/TIME STAMPED BY THE SAUK COUNTY CLERK

SCHEDULE

Request for Proposals Issued	09.23.2022
Deadline to Submit Clarifying Questions	09.30.2022
Request for Proposals Closing Date and Time.....	10.07.2022 @ 2:00 p.m. CST
Anticipated Interview for selected Proposers	10.24.2022 – 10.28.2022
Anticipated Contract Start Date... ..	01.01.2023

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SECTION 1

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Sauk County hereafter referred to as “County”) will receive sealed Proposals per specifications until **2:00 PM CST, October 7th, 2022** (Closing”), to provide, funding services, construction documents, regulatory permit application materials and bid/construction administration services for the proposed Great Sauk State Trail/Walking Iron Trail Bridge. No Proposals will be received or considered after that time. No proposals shall be submitted via fax, email or other electronic communications.

Sealed Proposals are to be sent to:

Sauk County Clerk
505 Broadway
Baraboo, WI 53913

Contact Information

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

In collaboration with the Sauk County Land Resources and Environment Committee (hereafter referred to as “Committee”) and County reserve 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 Committee and County will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of County and will reserve the right to award the contract to the consultant whose Proposal shall be best for the public good.

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

SECTION 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 before the Closing deadline.

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 on or before 4:00 p.m. (Central Time), on the date indicated in the RFP, at 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 permit the Committee and the County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. The Committee and County will consider all requested changes and, if appropriate, amend the RFP. The Committee and County will provide reasonable notice of its decision to all Proposers that have provided an address to the Sauk 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 Bids 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 consultant.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by email or fax.

2.5 Evaluation Criteria

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

2.6 Post-Selection Review. The Committee and 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 Committee and County reserve 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 subconsultants and workers, and any other factor relevant to this RFP. The Committee and 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 Committee or County), or any other costs are entirely the responsibility of the Proposer and will not be reimbursed in any manner by the Committee or the County.

2.9 Clarification and Clarity. The Committee and County reserve 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 Committee and County reserve 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 Counties.

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 will be valid and firm through a period of two hundred forty (240) calendar days following the Closing date. The Committee and County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame to be further considered in the procurement process.

2.13 Oral Presentations. At Committee or County 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 Commission or County request presentations, the Sauk 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 Committee or County.

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

2.15 Review for Responsiveness. Upon receipt of all Proposals, the Sauk 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 Committee and County reserve 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 Consultant(s). The Consultant(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of a contract.

2.17 Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Sauk County Board, Sauk County Land Resources and Environment Committee 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.

2.18 Prohibition on Commissions and Subconsultants. The County will contract directly with persons/entities capable of performing the requirements of this RFP. Consultants 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 a Selection Committee appointed by Committee and County and will potentially include external representatives who will not be a party to the future contract between the County and the Consultant.

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

2.25 Nondiscrimination. The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, consultant 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 Introduction. The Committee and the Counties are seeking Proposals from vendors to provide funding services, construction documents, regulatory permits, and bid/construction/grant administration services for the Great Sauk State Trail – Walking Iron Trail Bridge. In anticipation of utilizing Federal and/or State funding sources the Selection Committee will use a Quality Based Selection process to evaluate proposals, therefore no estimated consultant fee information should be included.

3.2 Background and Project Overview. The idea of a pedestrian/bicycle/snowmobile bridge over the Wisconsin River connecting Sauk and Dane Counties (*see*, Appendix A) is included in the 2014 Great Sauk State Trail Cooperative Plan, the Dane County Parks and Open Space Plan and the Wisconsin DNR State Trail Plan. The bridge will serve as a multi-use trail connection to the Lower Wisconsin Riverway in Dane County; Sauk Prairie Recreation Area and Devils Lake in Sauk County and will provide a permanent crossing for snowmobilers to safely connect to routes east of Sauk City. The bridge essentially connects two trail systems: the recently constructed Great Sauk State Trail in Sauk County and the proposed Walking Iron Trail in Dane County. The bridge will be designed to accommodate bicycle and pedestrian users in the summer and predominately snowmobile use in the winter. The proposed bridge must meet WisDOT/Federal rails to trails requirements and have the ability to be converted back to a freight rail bridge in the future. The proposed bridge is a pedestrian/bicycle facility and part of the State of

Wisconsin Trail System and must meet or exceed all ADA requirements.

In 2019 a Bridge Feasibility Study (attached) was completed by MSA Professional Services Inc. that included topographic, bathymetric and geotechnical survey; hydrologic and hydraulic analysis; and preliminary structural design. Preliminary structural design analysis for the proposed bridge included sizing the piers, abutments, spans and decks as well as preliminary details of modification necessary for future conversion to freight rail capacity. Analysis of proposed structure also made recommendations for pier depths and abutment design to support necessary vertical live and dead loads; including lateral loads from wind, fluid flow, and ice jam forces. Study recommendations for the proposed piers to support the bridge were designed to accommodate the possibility of future freight rail traffic loading, with the potential to add additional piers should freight rail use be restored. The Bridge Feasibility Study included extensive input from local snowmobile club members and provides design recommendations for bridge surfacing, groomer clearances and loading requirements. From an aesthetic standpoint, Sauk County and the Gateway to the Driftless LLC expedited a major public outreach effort to gather input on the desired visual appearance and functions of the proposed bridge. In summary, support was heard for a bridge that was similar in appearance to the existing second span bridge immediately south of the main river channel, provision of viewing and fishing platforms and no decorative nighttime lighting. The County and Committee may work with local artists under separate contracts in the future to add additional artwork to the bridge. A representative bridge rendering is included within the 2019 Bridge Feasibility Report.

The proposed bridge will be approximately 500' long and consist of three 165' spans with associated approaches and be supported by new pile abutments at each end and 2 new piers with caps in the river. Construction of the proposed bridge is estimated to cost approximately \$9 million dollars, the County and their partners are actively investigating several of the recent Federal infrastructure funding opportunities. Construction is anticipated to begin at the earliest in 2024.

3.3 Project Phases.

The project is divided into seven phases: Existing Plan Review, Funding Services, Regulatory Permits, Construction Documents, Bid Administration, Construction Administration and Grant Administration are made part of this RFP.

Phase I Existing Plan Review

The Consultant will review the 2019 Bridge Feasibility Study including all survey and geotechnical reports; and provide the County designated Project Manager a written list of any comments, concerns and questions related to the accuracy of the study and supporting documents prior to commencing Phase II.

Phase I Deliverable: Existing Plan Review

Phase II Funding Services

The Consultant will assist Counties with research and analysis of applicable State and/or Federal funding sources and provide their advantages and disadvantages with regard to the overall goals, anticipated level of administrative effort required, and potential adverse impacts to the schedule for the project.

It is anticipated the County and their partners will prepare and submit the state and/or federal grant application materials. The Consultant will review application materials for accuracy and provide suggested edits.

Phase II Deliverable: Funding Research and Grant Application Review

Phase III Regulatory Permits

The Consultant will identify, prepare, and submit all required regulatory permits necessary to construct

the proposed bridge. It is anticipated that all permitting will need to comply with Federal funding source requirements. Task is not complete until all permits and approvals are obtained. It is understood that Phases III and IV may happen simultaneously to develop the design work and /or documentation necessary for permits.

Phase III Deliverable: Regulatory Permits

Phase IV Construction Documents

The Consultant will utilize existing preliminary structural design plans as the basis for preparation of construction documents of sufficient detail for bidding purposes. It is anticipated that all construction documents will need to comply with Federal funding source requirements. The proposed bridge shall be aligned within the existing WisDOT right of way and allow for possibility of future conversion to freight rail.

Coordinate construction document reviews with County assigned Project Manager at 30, 60 and 90% completion levels.

Provide Engineers Opinion of Probable Cost for construction of the bridge at 60% completion and for final construction documents.

All necessary construction documents (plans and technical specifications) for public bidding shall be provided for the following work items and any other items necessary to construct the bridge:

- Mobilization and Staging
- Clearing and Grubbing
- Demolition and removal of existing remaining pier, abutment, and span on west side of river. Note: Pier footing to remain.
- Temporary construction access.
- Recreation boat and vehicle traffic control.
- Erosion, turbidity and floating debris control, bank stabilization per permit requirements.
- Construction of bridge substructure that meets American Railway Engineering and Maintenance-of-Way Association (AREMA) standards and piers designed for Cooper E-80 loading. Piers are proposed to be drilled shafts with steel casings and must be socketed into bedrock. Concrete caps at each pier will support bridge superstructure spans and are anticipated to be removed in the event freight rail use is restored.
- Construction of bridge approaches that connect to existing or future trails that provide access to the bridge.
- Construction and installation of bridge superstructure spans that meet AASHTO LRFD and WisDOT Bridge Manual guidelines; and Guide for The Development of Bicycle Facilities and the WisDOT Wisconsin Bicycle Facility Design Handbook. Bridge spans will be designed for a 13-ton vehicle load rating and must accommodate snowmobile grooming equipment. Spans will be 14' wide, have concrete decks and be designed with Warren truss supports varying in height from 12-16'. Bridge will include 4 fishing platforms and 6 observation decks.
- Signing plan consistent with this being a showcase feature on a state trail and consistent with MUTCD, WMUTCD and the Wisconsin Guidelines for Signing Motorized Off-highway Vehicle Trails.

Phase IV Deliverable: Construction Documents

Phase V Bid Administration

The Consultant will provide following services when construction funding is secured to assist Sauk County with forthcoming Request for Bid for construction of the bridge:

- Prepare Project Manual for Request for Bid Including Itemized Bid Form.
- Prepare Advertisement for Bid.
- Coordinate And Facilitate an On Site Pre-Bid Tour.
- Provide Q&A Until Bid Is Let.
- Prepare Any Necessary Addenda.
- Attend Bid Opening.
- Review and evaluate submitted bids for compliance with construction document design standards and any State/Federal funding source requirements.
- Provide Bid Summary.
- Provide Recommendation for Award Of Contract.
- Prepare Notice to Proceed.

Phase V Deliverable: Bidding documents and administration of bidding process

Phase VI Construction Administration

The Consultant will provide an itemized list of construction administration service tasks necessary for construction of the bridge from Pre-Construction through Final Completion that comply with anticipated Federal funding requirements for the project. Construction administration services will include but are not limited to:

- Construction Field Survey Staking
- Consultant Q/A
- Attend and Facilitate Weekly Progress Meetings
- Shop Drawing and Material Submittal Reviews
- Review and Approval of Payment Applications
- Change Order Review and Approval
- Monitor Regulatory Permit Compliance
- As-Built Documentation
- Project Closeout

Phase VI Deliverable: Routine inspections and supervision of construction process, processing of change orders, and completed bridge.

Phase VII Grant Administration

The Consultant will provide all required grant administration service tasks necessary for anticipated State and/or Federal grants awarded for the project .

Grant administration services will include but are not limited to:

- Providing All Required Project Milestone Documentation Reports
- Reviewing All Consultant Submittals (Labor, Materials, etc.) For Grant Compliance
- Monitoring All Construction Activities For Grant Compliance
- Review County Grant Payment Applications
- Providing All Necessary Grant Closeout Documentation

Phase VII Deliverable: Application for grant funding, administration of grants that are received.

ALSO INCLUDED IN THIS SCOPE OF SERVICES

-A minimum of 2 public meetings (one in Sauk County and One in Dane County) prior to bids being let as an informational session on the bridge design. Additional meetings may be added as part of the proposal or through negotiations. Meetings will be scheduled and facilitated by Sauk and Dane county respectively. Proposer should prepare exhibits for display, present a brief explanation of the designs and process moving forward.

NOT INCLUDED IN THIS SCOPE OF SERVICES:

-Railroad/Wisconsin River Rail Transit Commission/WisDOT Coordination (By County and their partners.)

SECTION 4 PROPOSAL CONTENTS

Submittals should be limited to 8.5 x 11 sheet size and should be bound by one staple in the top left corner. No three-ring notebooks, spiral bindings, plastic covers. Prospective Consultants shall submit one (1) original and ten (10) copies of the submittal and one electronic version of the submittal on USB flash drive in PDF or JPEG (or combination thereof) format as appropriate. A sheet printed on both sides will count as two pages. Each submittal should follow the requested format and be organized with tabs 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 the following subject areas:

Experience in design and construction of major over-water bridges:

- Previous experience in designing and overseeing construction of bridges with a span of at least 500 feet that cross over the channel of a navigable river.
- Previous experience designing and overseeing construction of railroad bridges.
- Knowledge and experience in permitting and environmental assessment requirements to construct a major over-water bridge at least 500 feet in length.
- Expertise in estimating both the development and long-term maintenance costs of over water bridges at least 500 feet in length.
- Previous experience in providing bid and construction administration services of over water bridges at least 500 feet in length.
- Experience with grant and funding support services across multiple funding programs that include local, state, and federal grant programs. WisDNR, Wis DOA, and WisDOT funding experience should specifically be highlighted. Provide documentation regarding grant and funding support services provided for past projects of similar scope and scale that include multiple governmental partner collaboration.

4.3 Project Understanding and Approach.

Proposers should provide the following to enable the Committee and the Counties to evaluate the consultant team understanding of the project and proposed approach:

- A description, no more than one page in length, of the consultant team understanding of the existing 2019 Bridge Feasibility Study of Great Sauk State Trail/Walking Iron Trail Bridge Project.
- A strategy, no more than one page in length, that outlines how the consultant team will further the existing preliminary structural bridge plans into construction documents and proposed timeline.
- A description, no more than one page in length of the process and proposed timeline to secure necessary regulatory permits for the project.
- Suggestions, no more than one page in length, for improving the process, products or approach described in this RFP that will bring about a better result.

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.). Indicate how the work in the RFP will fit into the total workload of the firm and provide hourly rates for all team members. 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 Phases I-IV assuming Notification to Proceed on January 1st, 2023 with the following:

Phase I	Existing Plan Review
Phase II	Funding Services
Phase III	Regulatory Permits

Phase IV	Construction Documents
Phase V	Bid Administration
Phase VI	Construction Administration
Phase VII	Grant Administration

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 bid/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. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/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 bid/proposal. In the absence of such statement, the bid/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 the 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 Counties until receipt and acceptance takes place at the FOB point. Consultant will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to the County. The County will reject shipments sent C.O.D. or freight collect.

5.7 Conflict of interest. Submission of a proposal constitutes proposer'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 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. The 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 the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 240 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 after the deadline will be rejected. Actual receipt by the County is necessary. Receipt of a bid by the mail system does not constitute receipt of a bid by the County. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

Proposals shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope with title of project for which vendor is submitting Proposal.

5.9 Payment Terms and Invoicing. Unless otherwise agreed, the 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.

5.10 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.

5.11 Taxes. The County and their 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. The 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. The 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.

5.12 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.

5.13 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.

5.14 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 Consultant is debarred from a local governmental entity, the State of Wisconsin or federally debarred Consultant or a Consultant that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.15 Antitrust Compliance. Those parties contracting with the County, or submitting proposals under this Request for Proposal, 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 against any claims to the contrary.

5.16 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 the County.

5.17 Subcontracting. If sub-consultants 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 shall, under any circumstances, relieve the Consultants of liability and obligation under this contract. The awarded consultant shall be fully responsible for the acts, errors, and omission of subconsultant(s).

5.18 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.

5.19 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to the 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.

5.20 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).

5.21 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.

5.22 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.

Consultant shall indemnify, hold harmless, and defend the County, Dane County, Wisconsin River Rail Transit Commission, Wisconsin & Southern Railroad, Watco, Wisconsin Department of Transportation & Wisconsin Department of Natural Resources (hereinafter, "Indemnified Parties") 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 the Indemnified Parties, 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 consultant. Nothing contained herein shall require Consultant to defend or indemnify the Indemnified Parties for losses, damages, injuries or death arising out of the negligence of the Indemnified Parties, its 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 consultants' obligation to hold harmless and indemnify the Indemnified Parties, consultant shall procure and maintain the insurance as set forth in the attached Appendix D.

5.23 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 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 consultant shall be liable for liquidated damages, if any. The 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. At a minimum, consultant 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 the Indemnified Parties 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.

5.24 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/bid, to the successful bidder/proposer, the County may without cause and without prejudice to any other right to remedy, terminate the agreement for the County's convenience whenever the County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of the County the notice of termination must state that the contract is being terminated to the convenience of the County under the termination clause and the extent of the termination. Upon receipt of such notice, the consultant shall promptly discontinue all work at the time and to the extent indicated on the notice of termination. The consultant shall also terminate all outstanding sub-consultants 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.

5.25 Non-Appropriation of Funds. The County states that it is our intent to make all payments required to be made under any Agreement resulting from this RFB/RFP. However, in the event the County legislative bodies or 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.

5.26 Recordkeeping and Record Retention – Public Works Contracts. The consultant 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. The Counties shall 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 consultant. 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.

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

5.28 Public Works Access. It is the intention of the county to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records are not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. If awarded this contract, Vendor shall assist the County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that the 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 consultant herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to the 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 consultant, 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. Consultant agrees to hold the County, its agents, officials and employees harmless and to indemnify them and the 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 the County or its agents, officials or employees may expend or be held liable due to the Consultant's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a consultant related to this contract with the County shall immediately be reported to the Administrative Coordinator for the County.

5.29 Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated in the bid/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 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 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 bid / 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 bid / proposal process and or contract shall become the property of the 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. Proposals cannot be held confidential after award of a contract.

Data contained in a Bid, 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 County.

5.30 Recycled Material. The County desires to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors/bidders are encouraged to bid/propose products with recycled content which meet specifications.

5.31 Patent, Copyright and Trademark Infringement. The consultant guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the

articles described herein do not infringe any patent, copyright, software, or trademark. The consultant covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such consultant 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.

5.32 Licensure, Certification, and Statutory Requirements. Consultant is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements shall be at consultant's expense. When required any and all permits and inspections shall be included in the price and shall not be an additional cost to the County.

5.33 Promotional Releases. Consultant agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the County. The consultant shall not have the right to include the County name in its published list of customers without prior written approval of the County. The consultant further agrees not to publish, publicize, verbalize, print, tape, film, email, internet communication or any other electronic communication or cite in any form, any comments or quotes from County staff.

5.34 Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. 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, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.