



# REQUEST FOR PROPOSAL (RFP)

## Sauk County Administration Department

<b>RFP TITLE</b>	<b>Sauk County Brand Development &amp; Marketing Strategy Services</b>	
<b>RFP DEADLINE</b>	<p align="center"><b>December 18, 2020</b> 12:00 p.m. (CST)</p> <p>Proposal openings will occur on December 18, 2020 at 2:00 pm. (CST) at the address below. <b>Late proposals, faxed proposals, electronic mail proposals or unsigned proposals will be rejected.</b></p>	
<b>SUBMIT PROPOSAL TO THIS ADDRESS</b>	<p align="center">Sauk County Clerk Sauk County West Square Building 505 Broadway Baraboo, Wisconsin 53913</p>	
<b>DIRECT ALL INQUIRES TO</b>	<b>NAME</b>	Jared Pinkus
	<b>TITLE</b>	Community Development Coordinator
	<b>PHONE #</b>	608-355-4840
	<b>EMAIL</b>	<a href="mailto:Jared.Pinkus@saukcountywi.gov">Jared.Pinkus@saukcountywi.gov</a>
	<b>WEB SITE</b>	<a href="http://www.co.sauk.wi.us">www.co.sauk.wi.us</a>
<b>DATE ISSUED:</b>		

### PROPOSAL SUBMISSION CHECKLIST

# of Proposals	Proposal Delivery
<input type="checkbox"/> (1) original <input type="checkbox"/> (10) copies <input type="checkbox"/> (1) electronic copy of your proposal and cost proposal in PDF format on a flash drive	<input type="checkbox"/> Sealed envelope/package containing proposals and labeled with: <ul style="list-style-type: none"> <li>• Your firm's name</li> <li>• The title: Sauk County Brand Development &amp; Marketing Strategy Services</li> </ul>

**PROPOSALS MUST BE DATE/TIME STAMPED BY A SAUK COUNTY CLERK STAFF MEMBER**

## SCHEDULE

Request for Proposals Issued .....	November 6, 2020
Deadline to Submit Clarifying Questions .....	December 11, 2020, 4:00 PM, Central Time
Responses to Questions Posted.....	December 15, 2020 4:00 PM Central Time ( <a href="https://www.co.sauk.wi.us/rfps">https://www.co.sauk.wi.us/rfps</a> )
Request for Proposals Closing Date and Time.....	December 18, 2020 12:00 PM, Central Time
Interviews/Committee Review .....	January 18, 2021
Consultant Selection .....	January 28, 2021
Anticipated Contract Start Date... ..	February 2021

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**SECTION 1  
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Sauk County will receive sealed Proposals per specifications until **12:00 PM, December 18, 2020 (CST)** (“Closing”), to provide the Sauk County Brand Development & Marketing Strategy. No Proposals will be received or considered after that time.

Sealed Proposals are to be sent to:

Sauk County Clerk  
Attention: Jared Pinkus  
Community Development Coordinator  
505 Broadway  
Baraboo, WI 53913

Contact Information

Technical Questions (by email only): Jared Pinkus, [Jared.Pinkus@Sauk Countywi.gov](mailto:Jared.Pinkus@SaukCountywi.gov)

Sauk County (hereafter referred to as (‘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 County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

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

**SECTION 2 GENERAL PROPOSAL PROCESS**

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

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

**2.2 Requests for Clarification and Requests for Change.** Proposers may submit questions regarding the specifications of the RFP. Questions must be received **in writing** on or before December 11, 2020 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. Responses to questions will be posted by 4:00 PM (CT) on December 15, 2020. The purpose of this requirement is to permit 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 County will consider all requested changes and, if appropriate, amend the RFP. The County will provide reasonable notice of its decision to all Proposers that have provided an address to the Sauk Count Clerk 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 Clerk 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](http://www.co.sauk.wi.us/rfps) for any published Addenda or response to clarifying questions.

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

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

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

**2.5 Evaluation Criteria**

<b>Category</b>	<b>Points available:</b>
Consultant Team Qualifications	0-20
Project Understanding and Approach	0-50
Cost	0-20
References	<u>0-10</u>
	100 Total

**2.6 Post-Selection Review and Protest of Award.** The County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is

procedural only and creates no right of the named Proposer to award of the contract.

**2.7 Investigation of References.** The County 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 subcontractors and workers, and any other factor relevant to this RFP. The County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.8 RFP Proposal Preparation Costs and Other Costs.** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by the County.

**2.9 Clarification and Clarity.** The County 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 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 County.

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

**2.12 Proposal Terms.** All Proposals, including any price quotations, will be valid and firm through a period of two hundred forty (240) calendar days following the Closing date. The County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.13 Oral Presentations.** At 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 County request presentations, the Administration Department will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by the County.

**2.14 Usage.** It is the intention of 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 County Community Development Coordinator or designee will determine the responsiveness of all Proposals. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. The County 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 contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of a contract.

**2.17 Communication Blackout Period.** Except as called for in this RFP, Proposers may not communicate with members of the Sauk County Board or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer. Refer to Section 2.2 Requests for Clarification and Requests for Change.

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

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

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

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

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

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

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

**2.25 Best and Final Offer.** The County may request best and final offers from those Proposers determined by the County to be reasonably viable for contract award. However, the County reserve the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, the County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

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

## SECTION 3 SCOPE OF INITIATIVE

**3.1 Introduction.** Sauk County is seeking a brand marketing consulting service to develop a distinctive brand identity that will define the County to prospective businesses, residents and visitors. The brand identity will emerge through a process that identifies Sauk County's existing mix of business, cultural, infrastructural, economic and social assets and leverages these to craft a unique, compelling message for target audiences. The brand values will help Sauk County gain a consistent and county-wide reputation outside of the Wisconsin Dells brand. While Lake Delton is a large tourism draw, it is not the only draw to Sauk County. The ideal brand will be a "natural" play off of the well-known Wisconsin Dells Waterpark Capital of the World, and highlight the common thread connecting various elements of the region including but not limited to the economy, culture, tourism, residents, entrepreneurial spirit and government

Sauk County does not want to be another live, work, play community. The branding and marketing campaign needs articulate clearly, what differentiates Sauk County from other regions in the state.

**3.2 Background and Project Objective.** The COVID-19 pandemic has brought many challenges to our daily lives, affecting families, business and our communities. Opportunities though, have also presented themselves over the past eight months. In Sauk County, one of those opportunities is the understanding that strengthening existing relationships and building new ones is our greatest tool to get through these unprecedented times. This campaign will be the platform to develop greater partnership moving forward

Opportunities for individuals and families across the country have also presented themselves. With the benefits of technology, work from home and even learning from home has become mainstream, providing people the opportunity to have a greater choice in deciding where they want to live and recreate. Our mix of natural resources and recreational opportunities provides Sauk County the resources necessary to be one of the premier tourism destinations in the State. These same assets are major attractors for new business and residents. In addition to using the branding and marketing campaign to build on our successful tourism industry, the campaign needs to also tell the story of why Sauk County is the place to live and grow business.

### 3.3 Project Goals.

The branding and marketing initiative is the first step in a larger vision that will see the integration and reorganization of community resources and agencies into a regional approach, positioning Sauk County to take advantage of opportunities of future growth. Therefore, the program should support not only recruitment of economic development targets but also be used as a tool to strengthen collaboration between the County and other local agencies (municipalities, chambers of commerce, community groups) with related visions and goals.

Other critical deliverables include a comprehensive visual system and catalog of graphic assets to accompany the brand identity in order to graphically convey the brand message and to unify the County's collateral design language.

The final piece of the brand and marketing project is the development of an integrated communications plan that includes overarching brand awareness efforts as well as a guidance for targeted campaigns for select groups i.e. prospective economic development targets, visitors, residents, etc.

Sauk County would like a proposal that exemplifies the primary goals and objectives to be achieved by the branding initiative and process:

**Flexibility** - Establish a brand that works for the community as a whole that must be flexible

and adaptable in order to meet the needs of a variety of partners, including agencies within the County, as well as groups and businesses with their own specific marketing initiatives, while maintaining consistency with the overall brand. It must also be flexible enough to evolve in order to adapt to any changes in the market.

**Authenticity** - The brand must be authentic and resonate with citizens, businesses and community groups within the community throughout the region in order to gain the broadest possible support for the initiative. Design a campaign brand that tells the authentic story of what draws people here and reveals initiatives that will make our area even more intriguing as we continue to develop and grow.

**Inclusivity** - The brand should convey a common message and image to audiences both inside and outside of Sauk County.

**Community Identity/Pride** - Identify and promote what makes Sauk County appealing in a regionally competitive environment to investors, businesses, retailers, visitors and residents.

**Community and Economic Development Promotion** - Promote a healthy economy; attract private investment; attract new residents and professionals; retain key businesses and creative talent; and inspire visitation.

The branding and marketing initiative is anticipated to include several primary steps. After meeting with select groups of County staff, elected officials and community stakeholders, the consultant should be able to showcase Sauk County's strengths and address the following questions:

- Who are we? What is Sauk County's unique selling proposition vis-à-vis its competition?
- What are our primary strengths and weaknesses? (How do we mitigate weaknesses or frame them as strengths?)
- What do we stand for and how do we communicate this through events and activities?
- How do we increase Sauk County's visibility?
- How do Sauk County's unique community values translate into an effective marketing campaign?

Drawing from the answers to these questions, the branding and marketing consultant will be asked to develop the core elements of a brand platform, including a comprehensive visual system for collateral and communications channels, a succinct brand and style guide, core messages and a catalog of approved creative assets to promote the brand.

An equally important part of the contract will be the creation of an integrated marketing and communications (IMC) program that will allow County staff to execute the brand strategy. This program should consist of an overarching brand awareness campaign for the County and a parallel or overlapping economic development campaign focused more specifically on business retention and attraction.

### **3.4 Scope of services:**

Project Management – The consultant will lead all aspects of the Sauk County community branding initiative, including the following:

1. Advisory to the Steering Committee – This team will be composed of representatives from Sauk County and other community leaders.
2. Facilitator during the research process and/or testing of the new brand -Include descriptions of community engagement efforts that will take place during this process. Sauk County has a very involved and engaged community. The consultant will be expected to employ creative means of public engagement to ensure that all segments of the community are aware and involved in the project.
3. Research – Research will be the basis for the development of a brand concept, creative elements and the overall brand initiative. The consultant will review previous studies conducted by Sauk County to help implement strategies for the brand image and marketing campaign. In addition:
  - a. Identifying the key elements of Sauk County.
  - b. Analysis of current efforts and existing creative elements such as logos, tag lines, and creative designs.
  - c. Analysis of competitor marketing strategies.
  - d. Measures that will be used to determine if the branding effort is successful.
4. Strategic Plan – The consultant will develop strategic objectives that will include implementation, management and ongoing promotion of the brand to include, but not be limited to the following:
  - a. Promotion of the use of the brand among many Sauk County and community agencies, groups and businesses while maintaining brand integrity.
  - b. Maintenance and consistency of brand image and messaging while providing suitable flexibility for the target audiences of the participating agencies.
  - c. Recommendation of ways to articulate the brand; define markets and promotional avenues; and advise on strategies to better promote and create brand awareness.
5. Creative/Development of Brand – The consultant will develop creative elements that may include design concepts, logos, messages, tagline, and other products to support the overall brand initiative. A minimum of three distinct creative options must be presented, based on the results of the research. The selected design will be delivered with a style manual and guidelines for use and the capability of use in the following:
  - a. Print and electronic advertising
  - b. Website design
  - c. Media placement
  - d. Public Relations
  - e. Outdoor signage and brand recognition

6. Implementation Matrix – The consultant will develop an action plan for implementation of the brand in sufficient detail to allow staff to understand the approach and work plan. An Action Plan should include, but not be limited to the following:

- a. Estimated costs/budget associated with the implementation process
- b. Proposed timelines for the development of creative elements.
- c. Recommended positioning logo and brand guidelines.
- d. Implementation plans for brand identity applications and brand identity maintenance plan.
- e. Potential funding sources

7. Evaluation Plan – The consultant will develop a plan for ongoing evaluation of the brand’s effectiveness and reporting of results of the strategy to the steering committee, key stakeholders and the public.

### **DELIVERABLES**

1. Minimum monthly reports outlining significant meetings, discussions, actions and results.
2. Qualitative and quantitative analyses of current image and positioning.
3. Recommended positioning of logo and brand guidelines.
4. Implementation matrix for brand identity applications and brand identity maintenance plan.
5. Detailed implementation schedule based upon available research.
6. Estimated costs/budget associated with the implementation process
7. Presentation of the proposed brand identity including the elements listed above.
8. Final written report outlining the elements listed above.

NOTE: The detailed scope of services will be negotiated at the time of contract development.

## QUALIFICATIONS

The firm/designer must meet the following minimum qualifications. Please include an explanation for each of the following in your proposal:

- The firm must have proven experience with branding campaigns, including the development and execution of market research, idea gathering, logo creation and the development of marketing strategies to carry out the branding process.
- What is the firm's development approach for formulating a new brand (research-driven methodology which allows for meaningful results measurement)
- What is the firm's creative approach (marriage of research and informational insights about the audience into creative messaging and relationship-building that taps into an audience's own ideas, needs, expectations, etc. to motivate them to action that supports the County's core objectives)
- How many years of experience does the firm have on similar projects?
- Does the firm have experience working with municipal/government clients?
- Give at least one detailed example of a complete branding campaign the firm has executed. What were the results of this campaign?
- Who from the firm will be working on our account (by specific staff person name, job title and résumé of relevant work experience) and indicate - by percentage - the approximate amount of time each person will spend on this project? Who will be our day-to-day contact and what are his/her qualifications for managing this type of project?
- Insurance requirements as stated in Section 6.24 of the RFP.

The firm or individual responding to this RFP must provide evidence of significant experience and expertise in the areas of marketing strategy, brand development, visual identification systems and communications channels. Please highlight specific experience with government agencies and public institutions.

## SECTION 4 PROPOSAL CONTENTS

The following information should be included under the title “BRANDING RFP”:

- 1. Name of proposer**
- 2. Proposer address**
- 3. Proposer telephone number**
- 4. Proposer federal tax identification number**
- 5. Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Proposer on behalf of the proposer.**

Proposers should letter and number responses exactly as the questions are presented herein. Interested proposers are invited to submit proposals that contain the following information:

### **1. Introduction (cover letter)**

The cover letter should be on firm letterhead and should designate a primary point of contact within the firm who is authorized to answer questions about this RFP. The letter should include this person’s full name, title, address, phone number and email address, as well as his or her qualifications for acting in this capacity. *The letter should not exceed one page in length and should summarize key elements of the proposal.*

Formal cover letter indicating:

1. A brief statement of the proposer’s understanding of the scope of the work to be performed;
2. A confirmation that the proposer meets the appropriate state licensing requirements to practice in the State of Wisconsin if applicable;
3. A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
4. Any other information that the Proposer feels appropriate;
5. The signature of an individual who is authorized to make offers of this nature in the name of the proper submitting the proposal.

By signing the letter and/or offer, the Proposer certifies that the signatory is authorized to bind the Proposer.

### **2. Background and Experience**

1. Describe any prior engagements in which Proposer’s firm assisted a governmental entity with any other projects relating to brand image. Proposer should include all examples of work on similar projects as described in the Scope of Services. Proposer should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted.
2. A minimum of three (3) references. Proposer should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work proposer cites in this section.
3. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Proposer’s firm to handle the proposed project.
4. Describe any relevant specialized knowledge in brand image.
5. In addition, please provide at least one complete copy of a finished project (or strategy document and outcomes report) that was similar in scope and best represents your work product.

### **3. Personnel/Professional Qualifications**

1. Identify staff members who would be assigned to act for Proposer's firm in key management and field positions providing the services described in Scope of Services, and the functions to be performed by each.
2. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address education, and years and type of experience. Describe, for each such person, the relevant branding image projects on which they have worked.

### **4. Approach**

1. Outline the overall process you envision for this project, and how you will manage the project and develop each deliverable. The County would like to understand your firm's approach to branding, how you would manage each step and how you would produce the most impactful results.
2. Deliverables - Describe the outputs you will provide for each part of the project. The County would like to understand what you see as being included in each deliverable with as much detail (and examples) as necessary.
3. Resources - Explain for each step who you would expect to be involved in the work (strategy, management and execution), and specifically whether you will use in-house or outside resources. Parts of this project are quite specialized, and we'd like to understand if you would bring in additional expertise on any of the tasks.
4. Describe how you would measure the success of this rebrand project. What criteria (quantitative and/or qualitative) should we use to evaluate that we have established and are building a strong brand?

### **5. Project Schedule**

Outline your anticipated schedule for the project, ideally broken down by each major step of the process. Suggestions for how to keep the project on track and be most efficient are welcome

### **6. Proposed Compensation**

Please provide an itemized cost analysis for the totality of the project, including billable rates for all personnel assigned to the project, materials, etc. Break out costs on a "not-to-exceed" basis for the various phases of the project, including initial research and consultation with County staff, meetings with businesses and identified community stakeholders, and the preparation and presentation of the final product.

In addition, the consultant must develop and present a preliminary budget for the IMC program that outlines the various implementation actions and their associated cost

**SECTION 5 SELECTION AND AWARD PROCESS**

Factors to be considered in the selection process include:

- Quality & thoroughness of the proposal
- Experience and past performance in completing projects of a similar type, size and complexity
- The degree to which the consultant understands Sauk County’s unique social, geographic and economic situation within Wisconsin
- The quality of example materials and any presentation requested by involved County officials
- Demonstrated capacity to deliver high-quality work within a predetermined timeline and budget
- Relevant experience with other County branding projects
- Harmony between the proposed strategy and the broader goals established in other Sauk County plans and programs
- Cost & budget proposal

A committee including members of local chambers of commerce and County Staff will evaluate the proposals. Once the committee selects the most qualified firm based on an evaluation method of 100 points, the committee shall present the recommendations from the selection committee to the Sauk County Economic Development Committee and Board of Supervisors for their consideration of approval. The evaluation method to be used by the selection committee will include, but not limited to the following criteria:

- Level of professional competence
- Proven record of accomplishment in the area of branding for municipal government agencies
- Total years of experience in the field
- Degree of expertise and technical skills in marketing and branding
- The expertise of the principal personnel assigned to the project
- The proposal clear demonstration of innovation, vision and creativity references
- Knowledge, familiarity or prior experience in work with Sauk County

**SELECTION PROCESS**

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The County will use the following criteria for evaluation:

<b>Category</b>	<b>Points available:</b>
Consultant Team Qualifications	0-20
Project Understanding and Approach	0-50
Cost	0-20
References	<u>0-10</u>
	100 Total

## SECTION 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. 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 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.

**6.3 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.

**6.4 Quality.** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

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

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

Unit prices shown on the Bid or contract shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the 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 shall not be subject to increase for term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in 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 shall 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 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.

Bids 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 bid.

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

**6.10 Ordering/Acceptance.** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties shall be used.

**6.11 Payment Terms and Invoicing.** Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

**6.12 No Waiver of Default.** In no event shall the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach shall exist shall in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

**6.13 Taxes.** Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

**6.14 Entire Agreement.** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments shall constitute the entire agreement, and no

other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

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

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

**6.17 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.

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

**6.19 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 shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor shall be fully responsible for the acts, errors, and omission of subcontractor(s).

**6.20 Nondiscrimination/Affirmative Action.** The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

**6.21 Safety Requirements.** All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor shall comply with the County's worksite rules. Vendor shall comply, train, and accept exclusive responsibility for its employees while on County property.

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

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

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

Vendor shall indemnify, hold harmless, and defend Sauk County, 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 shall 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 shall survive the expiration or termination of the contract or agreement.

In order to secure vendor’s obligation to hold harmless and indemnify the County, vendor shall procure and maintain the following insurance:

Worker’s Compensation Insurance as prescribed by the laws of the State of Wisconsin.

**General Liability:**

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
<b><u>Automobile:</u></b> (Combined single limit)	\$1,000,000.00
<b><u>Excess Liability:</u></b> (Umbrella)	\$5,000,000.00. (Each occurrence and aggregate.)

The vendor shall add Sauk County, its officers, agents and employees as shall be named as an additional named insured.

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.

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.

**6.25 Termination for Default.** Failure of the awardee to perform any of the provisions of this contract shall constitute a breach of contract, in which case, the county may require corrective action within ten days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days shall constitute a default of the contract. If defaulted, the contractor shall be liable for liquidated damages, if any. Sauk County reserves

the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract, and may contract with another party with or without solicitation of proposals or further negotiations. As a minimum, contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss to county should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

**6.26 Termination for Convenience.** Upon seven (7) calendar days written notice delivered by first class post paid United States Mail, to the address indicated in the proposal/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 shall promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor shall also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

**6.27 Non-Appropriation of Funds.** Sauk 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 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.

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

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

**6.30 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 Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and

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

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

**6.31 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 Sauk County.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5), or material which can be kept confidential under the Wisconsin public records law, must be identified on a Confidential and Proprietary Information Form. Bid prices 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 Sauk County.

**6.32 Recycled Material.** Sauk 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.

**6.33 Patent, Copyright and Trademark Infringement.** The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale

or use of the articles described herein do not infringe any patent, copyright, software or trademark. The contractor covenants that it will, at its own expense, defend every suit which shall be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

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

**6.35 Promotional Releases.** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County. The contractor shall not have the right to include the County's name in its published list of customers without prior written approval of Sauk County. The contractor 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.

**6.36 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.