



Proposal (RFP)

for

Iron Enhanced Sand Filter

Proposal #2021-001

Issued by:

CALUMET County
Land & Water Conservation Department

**Proposals must be submitted
No later than 2 PM July 7, 2021 to:**

**CALUMET County Land & Water Conservation Department
206 Court Street
Chilton WI 53014**

LATE PROPOSALS WILL BE REJECTED
There will not be a public opening for this Proposal

For further information regarding this
RFP contact Brent Jalonen
At (920) 522-2002
Email: brent.jalonen@calumetcounty.org

Issued: June 2, 2021

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1. General Information

1.1. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for design of an Iron Enhanced Sand Filter and post construction certification of the installed practice.

The County of CALUMET as represented by the Land & Water Conservation Department intends to use the results of this Request for Proposal (RFP) to award a contract for the above listed project. The contract administrator will be determined at the time of the contract award. Retain a copy of these proposal documents for your files. Should you receive an award, these documents become your contract terms and conditions.

1.2. Definitions

The following definitions are used throughout the RFP:

Contractor means proposer awarded the contract.

County means the County of CALUMET Wisconsin.

LWCD means the County of CALUMET Land & Water Conservation Department.

MS4 means Municipal Separate Storm Sewer System.

Proposer/Vendor/Bidder means a company or individual submitting a proposal in response to this RFP.

RFP means Request for Proposal.

State means the State of Wisconsin.

TMDL means Total Maximum Daily Load, the amount of pollutants that a waterbody can receive without compromising water quality standards.

1.3. Scope

1.3.1. Project Description

CALUMET County is accepting proposals to design an Iron Enhanced Sand Filter that increases phosphorus removal from County Road N stormwater runoff before it enters surface waters in the Upper Fox-Wolf TMDL area.

1.3.2. Objective/Needs

CALUMET County has received a UNPS grant to construct an Iron Enhanced Sand Filter as a pilot project to evaluate the feasibility of using the practice to reach TMDL pollutant removal goals in the MS4 area. Calumet County needs an engineered plan for the practice and confirmation that the installed practice will function as designed.

1.3.3. Background

A portion of CALUMET County resides within an urban area that requires MS4 permit coverage from the State. In addition, the MS4 area is subject to TMDL pollutant removal targets that increases the amount of phosphorus the County must remove from stormwater runoff from County owned roads. The higher removal goals and lack of county owned land where common best management practices could be installed led the County to seek out an alternative practice that has been used in Minnesota with success.

1.3.4. Clarifications and/or Revisions to this RFP
 CALUMET County LWCD Erosion Control & Stormwater Specialist is the sole point of contact for the County during the selection process. Contact with anyone else involved with this process without the prior authorization of the Erosion Control & Stormwater Specialist may result in the disqualification of your proposal. Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this proposal **in writing through email by June 16, 2021**, to: Brent Jalonen, Erosion Control & Stormwater Specialist.
 Email: brent.jalonen@calumetcounty.org

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal after the above date, they shall immediately notify the above named individual of such error and request modification or clarification of the proposal document before the proposal opening date.

If the proposer fails to notify the County prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this request for proposal or answers to questions will be made only by an official written addendum issued by CALUMET County LWCD. Proposers are responsible for checking these websites for any addenda before submitting a proposal. Failure to acknowledge addenda may disqualify your proposal.

<https://www.calumetcounty.org/877/Bids-and-Quotes>

1.4. Pre-Proposal Site Visit

A pre-proposal vendor site visit is not required, but it will be held on June 23, 2021 at 3:00p.m. Interested vendors will meet at the park and ride at 8972 County Rd N Appleton, WI 54915. Contact Brent Jalonen, phone # 920-522-2002, if you plan to attend. An RFP addendum will be issued if the site visit is changed or cancelled. Proposer cannot charge the County for attending a site visit.

1.5. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

DATE	EVENT
June 2, 2021	RFP Issuance date
June 16, 2021	Last day for submitting written questions
June 23, 2021	Onsite visit
June 25, 2021	Addenda posted to https://www.calumetcounty.org/877/Bids-and-Quotes
July 7, 2021	Proposals due at or before 2:00 p.m.
July 14, 2021	Notification of intent to award sent to proposers (estimated)
July 23, 2021	Contract award (estimated)

1.6. Contract Term and Funding

The contract shall be effective on the date indicated on the contract and shall continue until December 31, 2022. By mutual agreement of the agency and the contractor, the contract may be renewed up to 1 additional one-year period.

Funding for this contract (maximum amount) \$18,000.

2. Preparing and Submitting a Proposal**2.1. General Instructions**

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references and any required on-site visits, interviews/presentations or demonstrations. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired. The County encourages all proposers to print their submission double-sided to save paper.

2.2. Incurring Costs

The County is not liable for any cost incurred by proposers in replying to this RFP.

2.3. Submitting Proposals

Proposers must submit, in a sealed package, **One Original proposal PLUS one identical copy** of all materials required for acceptance of their proposal on or before 2:00 p.m., on July 7, 2021 to:

**CALUMET County LWCD
206 Court Street
Chilton, WI 53014**

All proposals must be received by the CALUMET County LWCD by the stated time. Late proposals will not be accepted. Receipt of the proposal by the U.S. mail system does not constitute receipt of the proposal by CALUMET County LWCD.

The County does not accept facsimile machine or email submitted proposals. All proposals must be packaged, sealed, and show the following information on the outside of the package:

**Proposer's Name and Address
Request for Proposal Title
Request for Proposal Number
Proposal Due Date**

COST PROPOSAL: **Submit Original plus one (1) identical copy Attachment F.** Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state “Cost Proposal” and the name of proposer.

2.4. Proposal Organization and Format

Proposal should be typed and submitted on 8.5 by 11 inch paper and bound securely with page numbers clearly indicated. Proposers responding to this RFP must comply with the following format requirements:

Tab 1 - COVER LETTER, RFP SIGNATURE PAGES: Include here any cover letter, Attachment A - RFP Signature and Authority Affidavit Form, any addenda signature pages, and Attachment C - Designation of Confidential & Proprietary Information Form.

The Signature and Authority Affidavit submitted in response to this RFP must be signed by the person in the Proposer's organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submittal may disqualify your proposal.

Tab 2 - RESPONSE TO PROPOSER INFORMATION AND SOLUTIONS: Responses to the requirements in the proposer information and solutions must be in the same sequence and numbered as they appear in this RFP. Include here completed Attachment B--References.

Tab 3 – MANDATORY REQUIREMENTS: Include Attachment D Mandatory Requirements.

Separate Envelope - COST PROPOSAL—ATTACHMENT F: Provide cost information as detailed in Section 6 in this RFP. All costs, as requested, for furnishing the product(s) and/or service(s) must be included in this proposal. The cost proposal must NOT be listed in any other part of the proposal response.

2.5. Multiple Proposals

Multiple proposals from a proposer will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response

2.6. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time or upon expiration of 180 days after the due date and time. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

3. Proposal Selection and Award Process

3.1. Department's Reporting Committee (outlined in Chapter 1.05 of Calumet County's Employee and General Administrative Policy Manual)

- a) Budgeted Items.

1) Purchases up to Ten Thousand Dollars (\$10,000). Department Heads, or designee(s), may approve purchase requisitions providing the item is budgeted and does not exceed ten thousand dollars (\$10,000).

2) Purchases Over Ten Thousand Dollars (\$10,000), but Less than Twenty Thousand Dollars (\$20,000). Department Heads, or designee(s) may approve purchase requisitions for purchases over ten thousand dollars (\$10,000) but less than twenty thousand dollars (\$20,000), providing the item is budgeted. If approved, these shall then be forwarded to the County Administrator for final approval.

3) Purchases Over Twenty Thousand Dollars (\$20,000). Department Heads, or designee(s), may approve purchase requisitions over twenty thousand dollars (\$20,000), provided the item is budgeted and has prior approval of the Home Committee. If approved, these shall then be forwarded to the County Administrator for final approval.

b) Unbudgeted Items.

1) Purchases up to Twenty Thousand Dollars (\$20,000). Purchases of unbudgeted items less than twenty thousand dollars (\$20,000) must be approved by the Home Committee, County Administrator, and Administrative Services Committee prior to generating a purchase requisition.

2) Purchases Over Twenty Thousand Dollars (\$20,000). Purchases of unbudgeted items over twenty thousand dollars (\$20,000) must be approved by the Home Committee, County Administrator, Administrative Services Committee, and County Board by Resolution, with a two-thirds ($\frac{2}{3}$) majority vote, prior to generating a purchase requisition.

3.2. Preliminary Evaluation

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

3.3. Right to reject proposals

The County reserves the right to reject any and all proposals.

3.4. Proposal Scoring

Accepted proposals will be reviewed and scored against the stated criteria. The Reviewer(s) may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The scoring will be tabulated and proposals ranked based on the numerical scores received.

3.5. Evaluation Criteria

The proposals will be scored using the following criteria:

Description	Points
Organization Capabilities	100
Staff Qualifications	100
Proposer Solutions	300
Cost Proposal	250
Total	750

3.6. Interviews/Presentations and/or Site Visits

Top-scoring proposers, based on the evaluation of the written proposal, may be required to have interviews/presentations to support and clarify their proposals, if requested by the County. The County will make every reasonable attempt to schedule the interview/presentation on the date specified in the Calendar of Events. Failure of a proposer to complete a scheduled interview/presentation to the County may result in rejection of that proposer's proposal. The County may conduct site visits of proposer and/or references' facilities to clarify or confirm proposal information.

3.7. Demonstrations

The County may require the installation and demonstration of products and/or services at a County site. Unless otherwise required, product(s) being demonstrated must be delivered by the date specified in the Calendar of Events. The County will furnish details concerning the demonstration site and evaluate the proposer's products and/or services. Failure of a proposer to furnish the products and/or services it has proposed for demonstration may result in rejection of that proposal. Failure of any products and/or services to meet the requirements during the demonstration may result in rejection of the proposer's proposal. Successful demonstration of the proposer's product(s) and/or service(s) does not constitute acceptance. Any products and/or services furnished by the proposer for the purposes of this demonstration must be identical in every respect to those that will be furnished if a contract results. Any exceptions must be requested in writing and be accepted by the Erosion Control & Stormwater Specialist prior to the demonstration.

3.8. Final Evaluation

Upon completion of any interviews/presentations and/or demonstrations by proposers, the Reviewer(s) will review their evaluations and make adjustments to the scores based on the information obtained in the interview/presentation, demonstration, possible reference checks, and any other pertinent proposer information.

3.9. Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer after the original evaluation process is complete. Alternatively, the highest proposer or proposers may be requested to submit best and final offers. If the County requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the Reviewer(s). The award will then be granted to the highest scoring proposer following that process. However, a proposer should not expect that the County will request a best and final offer.

3.10. Notification of Intent to Award

All proposers who respond to this RFP will be notified in writing of the County's intent to award the contract(s) as a result of this RFP.

3.11. Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or CALUMET County Ordinance provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with Land & Water Conservation Department, CALUMET County Wisconsin, 206 Court Street, Chilton, WI 53014, and received in their office no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received in their office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the Reviewer(s) may be appealed to the Corporation Counsel Office within (5) working days of issuance. The appeal must allege a violation of a Wisconsin Statute or a CALUMET County Ordinance provision.

3.12. Negotiate Contract Terms

The County reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

4. Requirements**4.1. Mandatory Requirements**

Submit response using Attachment D Mandatory Requirements under Tab 3 of proposal - see section 2.4 for proposal submittal format.

The following requirement(s) are mandatory and the proposer must satisfy them as a pass/fail pre-screening requirement. Any proposal submitted not in compliance with mandatory requirements will be rejected and not evaluated or scored.

4.1.1. Proposal that outlines the process to complete the design of an Iron Enhanced Sand Filter including location evaluation, expected phosphorus and total suspended solids removal, and expected gains toward TMDL goal compliance.

4.1.2. Proposal for completion of an as-built survey and survey review.

4.1.3. Proposal to create an operation and maintenance plan for the constructed practice.

4.2. Contract Requirements

The awarded contractor is expected to fulfill the following contract requirements.

- 4.2.1. Program responsibilities.
This is a pilot project and creativity is encouraged, but design of the Iron Enhanced Sand Filter will conform as much as possible to the requirements and recommendations for the practice in the Minnesota Stormwater Manual.
- 4.2.2. Minimum outputs, results, warranties, maintenance or service required.
The contractor must produce a design for construction of an Iron Enhanced Sand Filter that includes identification of any property that may need to be acquired for BMP construction and source of iron sand for the filter. An as-built survey and review will be needed after construction is completed.
- 4.2.3. Subcontractors.
The Contractor shall be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract. If subcontractors are to be used, the Contractor must clearly explain their participation.

5. Proposer Information and Solutions

Submit response under Tab 2 of proposal - see section 2.4 for proposal submittal format.

5.1. Organization Capabilities

Describe the organization/company's experience and capabilities providing similar services to those required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges and results. (100 Points)

5.2. Staff Qualifications

Identify key staff your organization/company will assign to fulfill the contract requirements. Detail who would be contract manager(s), etc. Provide a synopsis describing the educational and work experience for each of the key staff who would be assigned to the project/program. Detail the number of hours for each key staff member that you estimate will be needed to fulfill the contract requirements. (100 Points)

5.3. Proposer Solutions

- 5.3.1. Describe your experience working with professional entities (i.e. government, community groups, etc.) Outline the work plan and timetable.
- 5.3.2. Detail your firm's understanding of the challenges and barriers and propose approach to overcoming these barriers.
- 5.3.3. Identify potential risk factors and methods for dealing with these factors.
- 5.3.4. Program delivery – detailed work plan and timetable. Outline the task your firm proposes to accomplish the essentials of the proposal of the first year of the program. Provide a detailed schedule and timeline for each task. (75 Points Each)

5.4. Proposer References

Submit response using Attachment B References under Tab 2 of proposal – see section 2.4 for proposal submittal format.

Proposer must supply references of three firms to which similar products (biofilters, bioretention for

infiltration, any pilot project, etc.) have been provided within the past five years to a comparable sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided.

6. Cost Proposal

6.1. General Instructions for the Cost Proposal and how it will be Scored

All prices must be quoted in U.S. Dollars.

The Erosion Control & Stormwater Specialist will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

$$\frac{\text{Lowest Cost Proposed}}{\text{Other Proposed Cost}} \times \text{Constant} \times \text{Maximum Points Assigned to Cost} = \text{Score}$$

6.2. Format for Submitting Cost Proposal.

Use Attachment F Cost Proposal. Submit one marked original plus one copy. Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of proposer.

6.3. Fixed Price Period

The awarded contractor must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the County and the Contractor.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

PROPOSING COMPANY NAME:

FEIN (Federal Employer ID Number) OR Social Security # (if Sole Proprietorship)

Address: _____

City State Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this proposal.

Name Title _____

Phone (____) Toll Free Phone (____) _____

Fax (____) Email Address _____

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the requirements, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the project relating to this proposal.

I further certify that I have carefully examined the proposal documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

ATTACHMENT B

REFERENCES

Proposer:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
E-Mail Address: _____
Product(s) Used and/or Service(s) Provided: _____

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
E-Mail Address: _____
Product(s) Used and/or Service(s) Provided: _____

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
E-Mail Address: _____
Product(s) Used and/or Service(s) Provided: _____

**ATTACHMENT C
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to Bid/Proposal # 001 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1) (c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The County considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

ATTACHMENT D

MANDATORY REQUIREMENTS

Proposer:

Can meet mandatory requirement 1? Yes_____ No_____

Can meet mandatory requirement 2? Yes_____ No_____

Can meet mandatory requirement 3? Yes_____ No_____

ATTACHMENT E

STANDARD TERMS AND CONDITIONS

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The County shall be the sole and final judge of equivalency.
- 2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:**
- 2.1** Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.
- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the CALUMET County Land & Water Conservation Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the County from requesting additional information and/or clarification.
- 3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the County.
- 5.0 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.
- 6.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 7.0 PRICING AND DISCOUNT:** The County qualifies for governmental discounts. Unit prices shall reflect these discounts.
- 7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) 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/proposal evaluation.
- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.
- 9.0 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, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the CALUMET County Land & Water Conservation Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, 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.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor 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. The County reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The County also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the County.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the County reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the County.

- 19.0 SAFETY REQUIREMENTS:** All 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.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent CALUMET County tax liability may have their payments offset by the County.
- 24.0 OPEN RECORDS:** Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 25.0 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 Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 26.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the County.
- 27.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in performing work under this agreement.
- 28.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation, which desires to apply for a certificate of authority, should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 29.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract 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 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.

ATTACHMENT F

COST PROPOSAL

Proposer:

Submit original plus one copy (Submit in separate envelope within proposal package)

	Individual/Staff Level	Estimated Number of Hours	Hourly Rate	EXTENDED TOTAL PRICE
1. Labor cost* (by individual & job title, list estimated hours, hourly rate & total cost)	\$ _____	_____	\$ _____	\$ _____
2. Overhead (show % of labor; attach specific breakdown of what is included in overhead)				\$ _____
3. Travel** - estimated transportation, lodging, meals, expenses, etc (attach specific breakdown)				\$ _____
4. Other direct expenses, estimated by category (attach specific breakdown: materials, communication, etc)	\$ _____			\$ _____
			At County Site	\$ _____
			At Vendor	\$ _____
5. TOTAL				\$ _____