



**Request for  
Proposal (RFP)  
for  
Portage County**

**Professional Engineer Services – Survey, Design, And  
Construction Management for Highway and Bridges**

**Proposal #2022-25**

Issued by:

Portage County  
Purchasing Department

**Proposals must be submitted  
No later than 2:00 PM 11/10/2022 to:**

**Portage County Purchasing  
1462 Strongs Ave  
Stevens Point WI 54481**

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

For further information regarding this  
RFP contact Chris Schultz  
At (715) 346-1393  
Email: [schultzc@co.portage.wi.us](mailto:schultzc@co.portage.wi.us)

Issued: 10/20/2022

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## 1. General Information

### 1.1. Introduction

The Portage County Highway Department (County) is interested in obtaining the services of a professional engineering consultant for multiple survey, design, and construction oversight projects in 2023 and 2024.

The County of Portage as represented by the Purchasing Department intends to use the results of this Request for Proposal (RFP) to award a contract or contracts for the projects listed below. The County of Portage may also award a master contract for a one-to-three-year period for projects not listed below. Retain a copy of these proposal documents for your files. Should you receive an award, these documents become your contract terms and conditions with an agreed upon scope of services related to each specific project. The contract(s) resulting from this RFP will be administered by the Portage County Highway Department.

**The proposal includes multiple projects and areas of professional engineering. Proposers may submit for one or more areas of professional engineering. Then, in turn may be awarded multiple projects depending on their expertise and availability.**

### 1.2. Definitions

The following definitions are used throughout the RFP:

Consultant means proposer awarded the contract.

County means the County of Portage Wisconsin.

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

Purchasing means the County of Portage Purchasing Department.

RFP means Request for Proposal.

State means the State of Wisconsin.

VendorNet means the State of Wisconsin's electronic purchasing information system.

### 1.3. Scope

The Portage County Highway Department is seeking professional engineering services for the following projects:

#### 1.3.1. Project 1– CTH R (Black Oak Drive – Porter Road), Village of Plover Construction Services

1.3.1.1. Project Description: The improvements include the reconstruction of CTH R with a 2-lane facility with a two-way left turn lane, a new structure over the Little Plover River, and a 10-foot wide multi-use path along the west side of the roadway. The County has consulted with engineering firm AECOM to design these improvements and Corre, Inc. to complete the real estate acquisition. The project is approximately 1.4 miles in length and is construction is estimated at \$3.6 million.

1.3.1.2. Scope: The project will need full time construction oversight and inspection services with an experienced construction leader.

1.3.1.3. Schedule: The project will be let by the County this winter with construction occurring during the 2023 construction season.

1.3.1.4. Funding: This is a county let and funded project that is partially funded with a \$1 million grant from the DOT's Multi-Modal Local Supplement Program.

- 1.3.2. Project 2 – Linden Road Bridge P49-06 Replacement, Town of Alban Construction Services
  - 1.3.2.1. Project Description: The improvements include the replacement of structure P49-06 on Linden Road over Flume Creek in the Town of Alban. The new structure is designed by Westwood, Inc. and will be a 36' slab span bridge supported on CIP concrete piling.
  - 1.3.2.2. Scope: The project will need part time construction oversight and inspection services with an experienced construction leader.
  - 1.3.2.3. Schedule: The project will be let by the County this winter with construction occurring during the 2023 construction season. The construction contract will be a 40-day working contract.
  - 1.3.2.4. Funding: This is a county let and funded project that is part of the County's bridge/culvert aid program in which the town is responsible for half of the costs.
- 1.3.3. Project 3 – Bluebird Road Structure Design, Town of Carson
  - 1.3.3.1. Project Description: The improvements will include the replacement of the Bluebird Road structure over a tributary to Mill Creek.
  - 1.3.3.2. Scope: The project will include the H&H analysis, structure sizing, permitting, and structure design, utility coordination, plans, estimate, and special provisions. The current structure is a single span structure and the town has a preference for multiple culverts. At least three structure types should be evaluated: single span cast-in-place and two culvert options.
  - 1.3.3.3. Schedule: The project will be designed in late 2022/early 2023 with a county let in 2023 or 2024.
  - 1.3.3.4. Funding: This is a county let and funded project that is part of the County's bridge/culvert aid program in which the town is responsible for half of the costs.
- 1.3.4. Project 4 – 100<sup>th</sup> St. and 95<sup>th</sup> St. structure designs, Town of Grant
  - 1.3.4.1. Project Description: The improvements include the replacement of the 95<sup>th</sup> St. and 100<sup>th</sup> St. structures of Fourmile Creek.
  - 1.3.4.2. Scope: The project will include the H&H analysis, structure sizing, permitting, and structure design, utility coordination, plans, estimate, and special provisions. The current structures are culvert structures and at least three structure types should be evaluated: single span cast-in-place and two culvert options. This project may also require coordination with the Portage County Drainage District.
  - 1.3.4.3. Schedule: The project will be designed in 2023 with a county let in winter of 2023 for 2024 construction.
  - 1.3.4.4. Funding: This is a county let and funded project that is part of the County's bridge/culvert aid program in which the town is responsible for half of the costs.
- 1.3.5. Project 5 – CTH O Bridge Overlay Design and Construction Services
  - 1.3.5.1. Project Description: The improvement includes deck repair and overlay for Bridge B-49-063, CTH O over Mill Creek.
  - 1.3.5.2. Scope: The project will include the design of deck repairs and a concrete overlay for the structure. The project will also include construction oversight of the work.
  - 1.3.5.3. Schedule: The project will be designed in late 2022/early 2023 with a county let in 2023.
  - 1.3.5.4. Funding: This is a county let and funded project that is part of the County's bridge maintenance program.
- 1.3.6. Project 6 - CTH D (CTH J to CTH A) Roadway Design Services

- 1.3.6.1. Project Description: The project will include the design for approximately 7.7 miles of reconditioning of CTH D in the Towns of Stockton, Buena Vista, and Amherst. The project will include minor adjustments to the profile while utilizing the existing alignment. We anticipate reditching through most of the project limits.
- 1.3.6.2. Scope: The project will require survey, roadway design, permitting, utility coordination, and plans. The project will be constructed by the Portage County Highway Department.
- 1.3.6.3. Schedule: Construction is scheduled for the 2024 construction season.
- 1.3.6.4. Funding: This is a county funded project.
- 1.3.7. Project 7 – Master Contract for Survey, Design, and Construction Services
  - 1.3.7.1. Project Description: This work may be for a variety of smaller roadway, bridge, or culvert projects which may include survey, design, or construction oversight.
  - 1.3.7.2. Scope: The scope may vary depending on the project type and schedule and costs would be negotiated for each specific project.
  - 1.3.7.3. Schedule: The County intends on awarding Master Service Contracts for one to three years.
  - 1.3.7.4. Funding: These projects would primarily be county funded.

#### **1.4. Project Phases**

Consultants may be awarded one or multiple projects depending on their qualification and schedules. The general project phasing and schedules are detailed in the prior section.

#### **1.5. Clarifications and/or Revisions to this RFP**

Portage County Purchasing 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 Purchasing 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 end of day on **Thursday, October 27, 2022** to: Chris Schultz, Procurement Director, Email: schultzc@co.portage.wi.us

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 Purchasing. Addenda will be posted on VendorNet and on the Portage County Website. Proposers are responsible for checking these websites for any addenda before submitting a proposal. Failure to acknowledge addenda may disqualify your proposal.

<https://vendornet.wi.gov>

<http://www.co.portage.wi.us>

**1.6. 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
10/20/2022	RFP Issuance date
10/27/2022	Last day for submitting written questions
11/01/2022	Addenda posted to <a href="https://vendornet.wi.gov/">https://vendornet.wi.gov/</a> and <a href="http://www.co.portage.wi.us">http://www.co.portage.wi.us</a>
11/10/2022	Proposals due at or before 2:00 p.m.
11/21/2022	Notification of intent to award sent to proposers (estimated)
12/05/2022	Contract award (estimated)
12/15/2022	Contract start date (estimated)

**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 (identify) PLUS 3 identical copies** of all materials required for acceptance of their proposal on or **before 2:00 p.m., Thursday, November 10, 2022 to:**

**Portage County Purchasing  
1462 Strongs Ave  
Stevens Point, WI 54481**

In addition, include one electronic copy on a USB Flash Drive. All proposals must be received by the Purchasing Department 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 Purchasing.

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: No costs proposals should be submitted as each individual project scope and price will be negotiated upon award.**

#### **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.

#### **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 written withdrawal notice must be received by Purchasing. 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. Evaluation Committee**

The County’s evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Purchasing Department.

**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 by an evaluation committee and scored against the stated criteria. The committee 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 evaluation committee's 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	Points	Points	Points	Points
Organization Capabilities and Key Staff Qualifications	300	300	300	300	300
Relevant Project Experience					
A. Construction Oversight – Roadway and Bridge	300				
B. Structure Design – Replacement		300			
C. Structure Design - Overlay			300		
D. Rural Roadway Design				300	
E. Master Services for other Counties, Towns, Cities, or Villages					300
Ability to Complete within timeframe	200	200	200	200	200
TOTAL per area	800	800	800	800	800

**3.6. Interviews/Presentations and/or Site Visits**

The County does not anticipate a need for interviews or presentations for this RFP.

**3.7. Final Evaluation**

Upon final review of the proposals, the County's evaluation team will review their evaluations and make adjustments to the scores based on their review and possible reference checks, and any other pertinent proposer information.

**3.8. Award and Final Offers**

Awards will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest proposer or proposers may be requested to submit final offers. If final offers are requested, they will be evaluated against the stated criteria, scored and ranked. Award will then be granted to the highest scoring proposer. If Qualification Based Selection is used, cost will not be a component of requested final offers. However, a proposer should not expect that the County will request a best and final offer.

**3.9. 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.

**3.10. 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 Portage 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 Chris Schultz, Procurement Director, Portage County Wisconsin, 1462 Strongs Ave, Stevens Point, WI 54481, and received in his office no later than five (5) working days after the notice of intent to award is issued.

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

The decision of the Procurement Director 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 Portage County Ordinance provision.

**3.11. 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. Proposer must be listed on the State of Wisconsin's Department of Transportation Roster of Eligible Engineering Consultants.
- 4.1.2. Proposer must be qualified and has completed at least 3 similar projects within the past 5 years.
- 4.1.3. Awarded consultant must provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A1, and signed by an authorized agent.

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

#### **4.2. Contract Requirements**

- 4.2.1. The awarded consultant will need to complete all tasks associated with delivering the project including administration, survey, agency and utility coordination, municipal coordination, public involvement, environmental document, r/w plat, design reports, preliminary and final plans, and final specifications, all in conformance with County and WisDOT guidelines and applicable Wisconsin State Statutes.
- 4.2.2. Subcontractors  
All subcontracting shall be listed in the proposal and must be pre-approved upon award by the County before any work begins. Subcontractors must abide by all terms, conditions, and specifications of the contract. The consultant shall be responsible for all subcontractor(s) work and payment.

## **5. Proposer Information and Solutions**

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

### **5.1. Organization Capabilities and Key Staff Qualifications (300 points)**

For all proposals, describe the organization/company's experience and capabilities providing similar services to those required. List the key staff proposed for these projects, their educational and work experience, their proposed role, and what deliverables that the key staff was responsible in each project identified.

### **5.2. Relevant Project Experience (300 points)**

Be specific and detail two similar projects/contracts within the past 3 years. Provide a description of work, dates, locations, challenges and results of the projects in each area that you choose to respond:

- A. Construction Oversight Roadway and Bridge= Projects 1 and/or 2

- B. Structure Design(Replacement)= Projects 3 and/or 4
- C. Structure Design(Overlay)= Project 5
- D. Rural Roadway Design= Project 6
- E. Master Services=Project 7(include any relevant experience for survey, roadway design, bridge design, and/or construction management)

Successful proposals will include key staff working on similar local let projects. This includes projects with locally funded design and construction which was locally let or constructed with local forces.

Note that Attachment D includes a list of projects that the proposer may be interested in. Proposers may be interested in one or all of the project areas. An example is if the proposer is only interested or available for project 6. They would only submit relevant project experience for Rural Roadway Design. Each sub-section of relevant project experience will be rated scored separately.

**5.3. Ability to Complete within the timeframe (200 points)**

Detail the availability of the key staff members for each specific project. Provide a schedule for key design and agency approval milestones

**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 at least three firms to which similar products/service 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 General Instructions for the Cost Proposal and how it will be Scored**

There is no cost proposal as part of this RFP.

**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: \_\_\_\_\_

**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 # \_\_\_\_\_ 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 STATE 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:** \_\_\_\_\_

4.1.1. Proposer is qualified and is on Wisconsin DOT's Roster of Eligible Engineering Consultants.	Yes_____ No_____
4.1.2. Proposer must be qualified and has completed at least 3 similar projects within the past 5 years.	Yes_____ No_____

**Proposer is interested in providing services for the following projects (Check all that apply)**

- Project 1 (Construction Oversight Roadway and Bridge) \_\_\_\_\_
- Project 2(Construction Oversight Roadway and Bridge) \_\_\_\_\_
- Project 3(Structure Design Replacement) \_\_\_\_\_
- Project 4(Structure Design Replacement) \_\_\_\_\_
- Project 5(structure Design Overlay) \_\_\_\_\_
- Project 6(Rural Roadway Design) \_\_\_\_\_
- Project 7(Master Services) \_\_\_\_\_



**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 Portage County Purchasing 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 Portage County Purchasing 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 venturer, 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 Portage 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 prosecuting 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.