



REQUEST FOR PROPOSAL (RFP)

FOR

MUNICIPAL FINANCIAL ADVISOR

Issued by:

Wood County
Finance Department

**Proposals must be submitted
No later than 2:00 PM 4/29/2019 to:
Wood County Finance Department
111 W Jackson Street
PO Box 8095
Wisconsin Rapids WI 54495**

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

For further information regarding this
RFP contact Marla Cummings
(715) 421-8576
[Email: mcummings@co.wood.wi.us](mailto:mcummings@co.wood.wi.us)

Issued: 4/9/2019

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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 municipal financial advisor services.

The County of Wood as represented by the Finance Department intends to use the results of this Request for Proposal (RFP) to award a contract for municipal financial advisor services. 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 Wood Wisconsin.

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.

1.3. Scope

1.3.1. Project Description

Wood County is soliciting proposals from qualified firms interested in performing the duties and functions for services as a municipal advisor and intends to award a professional services contract for the defined scope of work detailed in this Request for Proposal.

The selected municipal advisor will assist the County in determining the best type of financing for the government, selecting other finance professionals, planning the bond sale and successfully selling and closing the bonds.

1.3.2. Objective/Needs

The services to be provided include those services customarily provided by a municipal advisor to a governmental entity of a size and scope comparable to that of Wood County and shall include advice and assistance with respect to several contemplated debt issuances for 2019, 2020 and 2021, with possible contract extensions for 2022, 2023, and 2024, along with long range financial planning as a result of those potential debt issuances, including other financial services including, but not limited to:

1.3.2.1. Make recommendations to the County for structuring the proposed debt issues including amortization schedule, term, discount, call features, etc. Discuss various alternatives and recommend the best alternative considering the County's current outstanding debt and five year capital plan. Make recommendations to enhance bond marketability and reduce issuance costs. Review industry trends that may affect tax-exempt debt issuance.

1.3.2.2. Attend meetings of the County and its staff on an as-needed basis to discuss financing projects. Make presentations, with the Finance Director, to the County Board or

committees of the County Board, regarding the recommended timing and structure of each debt issue and final results of the bond sale.

- 1.3.2.3. Prepare the Preliminary Official Statement (POS) and Official Statement (OS) for each debt issuance with assistance from the County and bond counsel.
- 1.3.2.4. Recommend debt strategies to maintain current or higher debt rating. Assist the County in preparing for and presenting information to rating agencies as needed.
- 1.3.2.5. Coordinate with bond counsel and other participants the timing and process of the bond issuance.
- 1.3.2.6. Assist the County in determining whether each issue should be sold on a negotiated, competitive, or private placement basis. Act as the County's agent in agreements with Book Entry firms, including issuing bid documents, responding to questions from potential bidders, placing advertisements, and any other communications with bidders.
- 1.3.2.7. Coordinate such matters as bond registration, printing, investment of proceeds and other matters related to the settlement and delivery of bonds and notes.
- 1.3.2.8. Act as an agent of the County to accept electronic competitive bids for each debt issue. Evaluate, verify, and recommend the best bid based on true interest cost for the bids submitted on the debt sale date to the County.
- 1.3.2.9. Provide an analysis of each bond sale compared to other comparable sales throughout the country to present on the date each bond issue is approved.
- 1.3.2.10. Coordinate and prepare the County's Municipal Continuing Disclosure Requirements and provide annual on-going services related to these requirements.

1.3.3. History and Background

Wood County, located in central Wisconsin, covers an area of 809 square miles and is approximately 170 miles east of Minneapolis/St. Paul, 50 miles west of Green Bay, 155 miles northwest of Milwaukee and 100 miles north of Madison. The geographic center of Wisconsin is in Wood County. The County seat is located in the City of Wisconsin Rapids. According to the U.S. Census Bureau, in 2010 the County had a population of 74,749.

Incorporated in 1856, Wood County operates under the provisions of the Wisconsin State Statutes, Chapter 59. The County is governed by a 19-member Board of Supervisors. The County provides the following services as authorized by its charter: public safety, highways, health and human services, culture-recreation, education, judiciary services, planning and zoning, and general administrative services.

At the end of the 2017 fiscal year, Wood County had \$26,655,000 in bonded debt outstanding paid by tax levy revenues. This entire amount comprises debt backed by the full faith and credit of the government.

State statutes limit the amount of general obligation debt a government entity may issue to 5 percent of its total equalized valuation. The current debt limitation for Wood County is \$249,658,460 which is significantly in excess of Wood County's outstanding general obligation debt. Wood County maintains a Moody's Rating of Aa1 for general obligation debt.

The County's 2019 adopted budget of approximately \$114.8 million includes approximately \$3.8 million for capital improvements. The remaining \$11 million funds a wide range of health, human service, public safety, recreation, public works and administrative services. The County operates a number of facilities, including a jail, mental health facility, nursing home, parks and forestry system. The Wood County budget can be found at <https://www.co.wood.wi.us/Departments/Finance/>

Wood County adopts a five year capital improvement plan annually. The plan can be found at <https://www.co.wood.wi.us/Departments/Finance/>

1.3.4. Clarifications and/or Revisions to this RFP

Wood County Finance 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 Finance 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 4/15/2019**, to: Marla Cummings Finance, Email: mcummings@co.wood.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 Finance. Addenda will be posted on the Wood County Website. Proposers are responsible for checking these websites for any addenda before submitting a proposal. Failure to acknowledge addenda may disqualify your proposal.

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

1.4. 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
April 9, 2019	RFP Issuance date
April 15, 2019 by 2 p.m.	Last day for submitting written questions
April 22, 2019	Addenda posted to http://www.wood.wi.us
April 29, 2019 by 2:00 p.m.	Proposals due at or before 2:00 p.m.
May 8, 2019	Notice of Interviews
May 22-23, 2019	Interviews, if required
June 4, 2019	Executive Committee Approval
June 7, 2019	Notification of intent to award sent to proposers (estimated)

1.5. Contract Term and Funding

The contract shall be effective on the date indicated on the contract and shall continue for three years from that date. By mutual agreement of the County and the Contractor, the contract may be renewed up to three additional one-year periods.

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 Seven identical copies** of all materials required for acceptance of their proposal on or before 2:00 p.m., 4/29/2019 to:

**Wood County Finance
111 W Jackson Street
PO Box 8095
Stevens Point, WI 54495**

All proposals must be received by the Finance 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 Finance.

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 written withdrawal notice must be received by Finance. 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 executive committee will evaluate proposals. Proposers may not contact members of the evaluation committee except at the request of the Finance 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 the executive 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 executive 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
Organization Capabilities	100
Staff Qualifications	200
Proposer Solutions	600
Cost Proposal	200
Total	<u>1100</u>

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.

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 Finance prior to the demonstration.

3.8. Final Evaluation

Upon completion of any interviews/presentations and/or demonstrations by proposers, the County's executive committee 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 executive committee. 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 Wood 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 Marla Cummings, Finance Director, Wood County Wisconsin, 111 W. Jackson Street, Wisconsin Rapids, WI 54495, and received in her office no later than five (5) working days after the notice of intent to award is issued. The written protest must be received in her office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the Finance 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 Wood 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. The proposer is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).
- 4.1.2. The proposer must have a minimum of five years' experience in providing municipal advisory services to municipal governments and authorities in the State of Wisconsin.
- 4.1.3. Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual agreements of the firm that could present a real or perceived conflict of interest.

- 4.1.4. Disclosure of any pending investigation of the firm or enforcement or disciplinary actions taken within the past three years by the SEC, FINRA, MSRB, or other regulatory bodies.
- 4.1.5. Awarded contractor must provide Finance 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 professional liability, 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.

5. Proposer Information and Solutions

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

5.1. Organization Capabilities

Provide an overview of the firm, including experience with clients in Wisconsin of similar size and scope of Wood County. Provide a summary of the ownership and management of the firm and a list of office locations. Identify the office location that will serve the County. Describe the relevant experience of the firm with financings of the issuer or comparable issuers and financings of similar size, types and structures. (100 Points)

5.2. Staff Qualifications

Identify the individuals to be assigned to the County, including identification of the individual in charge of the day-day management, and the percentage of time committed for each individual on the account. Include a brief description of each individual's background, experience and qualifications, as well as an explanation of the individual's role and responsibilities for the firm. (200 Points)

5.3. Proposer Solutions

5.3.1. Describe your firm's understanding of the County's financial situation, including ideas on how the County should approach financing issues such as bond structures, credit rating strategies and investor marketing strategies. Describe your firm's knowledge of local political, economic, legal or other issues that may affect the proposed financing(s). (300 Points)

5.3.2. Describe the firm's municipal advisory experience necessary to assist the County with either competitive or negotiated sales. Describe the firm's access to sources of current market information to assist in pricing of negotiated sales and information to assist the County in planning and executing competitive sales. (300 Points)

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/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. The County reserves the right to contact additional accounts not listed as a reference.

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.

Finance 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 _____

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 RFP 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

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 proposal response will be open to examination and copying. The County considers other markings of confidential in the 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

4.1.1 The proposer is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.2 The proposer has a minimum of five years' experience in providing municipal advisory services to municipal governments and authorities in the State of Wisconsin?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.3 Any finder's fees, fee splitting, payments to consultants, or other contractual agreements of the firm that could present a real or perceived conflict of interest? If yes, you must disclose and include it with Attachment D Mandatory Requirements.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.4 Any pending investigation of the firm or enforcement or disciplinary actions taken within the past three years by the SEC, FINRA, MSRB, or other regulatory bodies? If yes, you must disclose and include it with Attachment D Mandatory Requirements.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1.5 If awarded you will provide Finance a Certificate of Insurance and maintain the minimum limits specified in the RFP documents for the term of the contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>

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 Wood County Finance 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 Wood County Finance 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 Wood 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.

ATTACHMENT F

COST PROPOSAL

Proposer:

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

Annual flat fee to cover all costs including labor, materials, fees, and travel expenses.

2019 Annual Fee	\$
2020 Annual Fee	\$
2021 Annual Fee	\$
2022 Annual Fee (optional renewal)	\$
2023 Annual Fee (optional renewal)	\$
2024 Annual Fee (optional renewal)	\$
Total six year cost (200 Points)	\$