



# Town of Buchanan Request for Qualifications (RFQ)

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## **Design & Engineering Services**

For:

Town Roads, Bridge and Other Infrastructure Construction, and Review and Inspection Services for Drainage, Stormwater and Erosion Control

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RFQ Issued: Wednesday, April 24, 2024  
Questions Due By: Wednesday, May 17, 2024 at 10:00 a.m.  
**Qualifications Due: Friday, May 31, 2024 at 10:00 a.m.**

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Please note that all Notifications, Releases and Amendments associated with this solicitation will be posted on Town website at: [www.townofbuchanan.org](http://www.townofbuchanan.org)

The Town of Buchanan will make no attempt to contact vendors with updated information. It is the responsibility of each vendor to periodically check the website for any and all notifications, releases and amendments associated with this solicitation.

**Town Contact:** Michael J. D. Brown, Town Administrator  
**Phone:** 920-734-8599  
**Email:** [michaelb@townofbuchanan.wi.gov](mailto:michaelb@townofbuchanan.wi.gov)

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## ATTACHMENTS

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- (Exhibit-A) Insurance Requirements
- (Exhibit-B) W-9 Request for Taxpayer ID Number
- (Exhibit-C) Vendor’s Certificate of Compliance
- (Exhibit-D) References
- (Exhibit-E) Sample Professional Services Agreement
- (Exhibit-F) Town of Buchanan Standard Terms and Conditions

Town of Buchanan  
N178 County Road N.  
Appleton, WI 54915  
[www.townofbuchanan.org](http://www.townofbuchanan.org)

## A. INTRODUCTION

The Town of Buchanan, Outagamie County, Wisconsin is soliciting Statements of Qualifications from engineering consulting firms for professional services related to the design and engineering of town roads and bridges and miscellaneous highway structures and appurtenances, along with review and inspection services for drainage, stormwater and erosion control.

Engineering firms shall be required to provide:

- Design Development Phase Services
- Construction Document Phase Services
- Bid Phase Services
- Plan Review and Inspection Services

Services under this contract shall include, but not be limited to:

- Design and Engineering of Town Roads
- Bridge Design and Engineering
- Surveying
- Drainage Ditch and Storm Water Design and Engineering
- Capital Improvement Planning
- All Necessary Reports
- Utility Coordination
- Right of Way and Easement Acquisition
- Public Involvement
- Speed Limit Analysis
- Preparation of Construction Plans and Specifications
- Consulting Services on an Emergency Basis (i.e., bridge failure)
- Plan Review and Inspection of Stormwater and Erosion Control Plans
- Review and Report on Drainage Matters
- Preparation and submission of required reports, permits, grants, and other necessary documents to outside permitting and granting agencies
- Mapping through the use of AutoCad and GIS mapping software
- Planning and Zoning review, reports and inspections
- Park planning and design
- Other similar duties that may be determined by the Town

The design and construction phases of the projects under this contract shall be funded entirely by the Town of Buchanan; therefore, only review and approval by the Town of Buchanan will be required.

It is the intent of the Town to contract with a single qualified firm (or team) possessing a high level of technical competence in the design and engineering disciplines to provide the services outlined in this RFQ, however, the Town reserves the right to split the services to multiple firms if it determined to be in the best interest of the Town.

This RFQ is not an invitation to Bid. Responses will be evaluated on the basis of the relative merits of the firm through a Qualifications Based Selection (QBS) process.

Engineering firms having considerable experience in the planning and design for reconstruction and rehabilitation of county roads and bridges and other closely related projects are encouraged to participate.

The Town reserves the right to reject all firms, decline to proceed with the selection of any candidates, to request additional information and to make inquiries as may be necessary to verify qualifications. Nothing in this document shall require the Town to proceed with any professional services.

The Town of Buchanan reserves the right to cancel any agreement that may result from this RFQ with no penalty if the Buchanan Town Board fails to appropriate funds for future projects.

## **B. STATEMENT OF QUALIFICATION SUBMISSION**

Statements of Qualifications are due by Friday, May 31, 2024 at 10:00 a.m. local time. Respondents are responsible for meeting this deadline. Any submittals received after the deadline will be rejected.

Interested firms shall email a PDF of their Statements of Qualifications to:

Michael J. D. Brown, Town Administrator [michaelb@townofbuchanan.wi.gov](mailto:michaelb@townofbuchanan.wi.gov)

The email subject line shall read: Statement of Qualifications – Town of Buchanan Design and Engineering Services

## **C. INQUIRIES AND ADDENDA**

Any questions or concerns regarding this RFQ shall be emailed to:

Michael J. D. Brown, Town Administrator [michaelb@townofbuchanan.wi.gov](mailto:michaelb@townofbuchanan.wi.gov)

Questions must be received no later than Friday, May 17, 2024 at 10:00 a.m. local time.

Any response to questions, or changes in this RFQ, shall be issued in writing as an addendum and posted on the Town's website <https://www.townofbuchanan.org>. Respondents must acknowledge addenda received as part of their submissions.

Verbal and other interpretations or clarification will be without legal effect.

## D. BACKGROUND

The Town of Buchanan is located in Outagamie County in Northeastern Wisconsin and encompasses an area of approximately 16.9 square miles.

The Town of Buchanan Capital Improvement Plan (CIP) is available on the Town website. Examples of future engineering projects under this contract may include total reconstruction of concrete and asphalt roadways, milling, reshaping, compacting, overlay, removal of base and re-grading of ditches, storm sewers, culverts, curbing, and excavation below subgrade, design and engineering of bridges, bridge construction and rehabilitation, etc. The Town has had an average capital improvement program of approximately \$2,000,000 annually and recently decided to increase borrowing to cover necessary capital improvement costs.

The goal of the Town is to improve its deteriorating roads and improve drainage through the most effective engineering solutions while being as cost effective as possible with those solutions. The Town understands there may be more than one solution to fixing road and drainage issues and not all solutions are a one size fits all.

The Town maintains approximately 150 miles of open ditches and wishes to maintain an active policy to improve its surface drainage systems throughout the Town, preferably in conjunction with adjacent road improvement projects.

## E. SCOPE OF SERVICES

The selected firm shall be required to work in conjunction with the Town. Firms interested in providing services for this project must provide Statements of Qualifications in accordance with this request.

The selected firm shall provide disciplines related to design and engineering of roads and bridges, including but not limited to structural, surveys, soil/material testing, land acquisition, construction staking, utility coordination, etc.

The selected firm shall follow all regulations as set by the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction.

Interested engineering firms must be included on the current Wisconsin Department of Transportation's Roster of Eligible Engineering Consultants. In addition, the description of services offered on the roster must include the services required to complete the proposed project with the exception of work in specialized areas, which may be conducted by sub-consultants selected by the successful engineering firm.

Selected firm shall have a minimum of five (5) years of verifiable experience and must be familiar, capable and have a clear understanding of the required services stated herein.

The preference is for design and engineering services to be initiated the year prior to scheduled construction and completed no later than March 31st of the scheduled construction year. For

example, design and engineering services for roadwork projects scheduled for 2025 could be initiated in October of 2024 and completed no later than March 31, 2025. The Town understands that not all projects may be able to follow this timeline and outside factors may dictate timing such as grant schedules, changes in scope etc.

Exact projects to be completed each year cannot be guaranteed. The Town of Buchanan shall reserve the right to schedule and move projects from one year to another in order to meet requirements and to serve the best interest of the Town of Buchanan during the contract period. In order to meet the Town's needs and requirements, the selected firm shall allow for flexibility of when projects are to be designed for construction.

Unforeseen projects may arise that may require design and engineering services covered under this contract. In the case of an unforeseen project, the Town shall provide a reasonable amount of time for the design and engineering services to be completed and shall be agreeable to both parties.

The selected firm shall be capable and responsible for the following scope of services:

### **Design and Engineering of Town Roads and Bridges**

#### **1. Design**

Before beginning this phase, the firm will confer with the Town to identify and resolve any issues related to the project and prepare a Letter of Authorization or some other contract that outlines the scope of design work and cost estimates for each specific project. Prepare designs, including drawings and other documents, illustrating the scale and general relationships of the project components. All major features, materials and components of the design should be documented along with a preliminary estimate of construction costs. The firm will meet regularly with the Town during the design phase, to ensure conformance to the objectives of the project. Provide proven alternative, cost-saving construction methods.

Along with leading regular progress meetings, the firm may be required to make one (1) or more presentations to the Buchanan Town Board to present the design, anticipated costs and schedule. The presentation documents should include a preliminary design plan of the project.

Selected firm will coordinate and conduct at least one (1) public information meeting for each project.

#### **2. Construction Documents**

This phase of services will move the project design to 100% completion. Deliverables will include a complete set of plans and bid document specifications suitable for a public construction letting by the Town, along with a detailed construction cost estimate. Definitive plans and bid documents shall demonstrate the specifications necessary to produce the desired design, engineering and other systems appropriate to the project, adhering to the Town's agreed upon concept that comply with all applicable codes and regulations.

All plans, bid documents, calculations, estimates and other information developed in conjunction with this task shall be furnished to the Town in reproducible digital format and shall become the property of the Town.

### 3. Professional Standards

Render services in accordance with Wisconsin Department of Transportation regulations and all federal, state, and county requirements.

### 4. Construction Procurement

The Town shall solicit bids or proposals from general contractors, awarding the construction contract to the responsive, responsible, lowest cost bidder. During this phase, the selected firm shall:

- Produce and distribute plans and specifications in coordination with the Town
- Respond to bidders' inquiries
- Assist in bid evaluation process
- Arrange and host a pre-bid conference and site tour with potential bidders to explain project details
- Prepare and issue addendums to bids
- Attend bid openings and participate in the review and evaluation of bids
- Make recommendation of award to the Town Board
- As necessary and upon the request of town staff, attend town committee meetings and to be available for any questions regarding the award of the contract.
- Other similar design and engineering associated services

### 5. Construction.

During the construction phase, the selected firm will be required to provide inspections and construction administration services (pay requests, change orders, close out documentation etc.). At the request of the Town, the selected firm shall meet with Town's representatives on construction status. Perform inspections during and after construction completion to insure the project meets standards and specifications. The Town does employ an individual that performs inspections during construction and will be the main inspector unless other situations arise that require the need for additional inspectors.

### 6. Project Close-Out Documentation

Selected firm shall ensure all close-out documents/pay requests/change orders are collected, organized and turned over to the Town upon completion and acceptance of project.

## F. PROJECT SCHEDULE

April 24, 2024	RFQ Released
May 17, 2024	Deadline for bidders to submit questions
May 31, 2024	Statement of Qualifications Due – Evaluations Begin
June 14, 2024	Successful (short-listed) and unsuccessful firms notified (Administrator)
June 24-26, 2024	Interviews with short-listed firms Ranking of firms and contract negotiation with top candidate (Administrator and Town Board)
July 16, 2024	Contract Award at Town Board meeting

## G. STATEMENT OF QUALIFICATION CONTENT AND FORMAT

In order for the evaluation committee to objectively compare the Statements of Qualifications, firms shall present their qualifications in the order listed below.

- **Introduction Letter.**  
Provide a one page signed statement of qualifications with the name and address of the respondent, expressing interest and capability to perform the work.
- **Description of Firm.**  
Provide the following:
  - Firm Name, address, web address, telephone and fax numbers including main office as well as the local office that will manage the project (if any).
  - Contact information of the individual who will be able to answer questions regarding this Statement of Qualifications (phone and email).
  - Firm's history, specific abilities, qualifications, area of expertise and length of time in business.
  - Provide description of firm's planning techniques, design principles, project management skills and methodology to project monitoring.
  - Disciplines offered in-house.
  - Staffing information (number of engineers, inspectors, etc.)
  - Provide the number and names of qualified bridge inspectors on staff.
  - Provide the firm's knowledge, understanding and experience with public sector entities (list the entities).



- **Project Understanding.**

Provide a brief understanding of the project. Include any concerns regarding, site, schedules, etc.

- **Firm / Team Experience and Capabilities.**

Highlight your firm's specific abilities and experience in providing the required services related to this project. If your submittal includes affiliated firms, please identify and provide similar information for those firms as well.

- **Technical Approach.**

Describe how your firm will approach this contract and describe the tasks that will be accomplished to complete the work. If your methodology utilizes any specialized software or systems, please provide a description and summary of capabilities.

- **Key Personnel & Experience:**

Provide a simple organizational chart identifying the project lead and key members of the firm to be assigned to this project and provide resumes. Limit information to relevant experience and a maximum of one (1) page per person.

Describe the roles that each staff will be responsible for on this project. Of the staff to be assigned to this project, indicate if staff has attended:

- FHWA Bridge Inspector's Training Course
- Inspection of Fracture Critical Bridge Members Training Course
- Wisconsin Department of Transportation Element Training Course

Describe work to be performed outside of your firm (subcontractors). Include names, areas of expertise, qualifications and description of work to be performed by the subcontractor. Provide resumes for subcontractor staff to be assigned to this project.

- **Similar Work.**

Briefly describe recent and relevant projects that demonstrate your firm's experience in design and engineering of roads and bridges, storm water design and engineering or other closely related municipal projects. List no more than three (3) projects. (A relevant project is one which best exemplifies qualifications of public sector projects.) For each project referenced, provide the following:

- Name of Owner
- Project Name
- Project Location
- Project Description
- Brief Description of Firm's Involvement
- Total Project Cost
- Contact Name
- Address and Telephone number and email
- Firm's key Personnel Assigned to the Project

➤ Provide a statement acknowledging if the project was completed on time and within budget.

- **Present and Committed Work Load.**

Provide a list of present committed work load (major projects) for which your firm is currently under contract for along with scheduled completion dates.

- **Certificate of Compliance.**

Review, sign and include a completed Request for Taxpayer Identification Number (W-9) form as part of the submittal.

- **Fees**

Fees for these services will be negotiated with the selected firm after the interview process.

Although supplemental attachments may be included with your submittal, they should not be excessively long or in an elaborate format. Attachments beyond those sufficient to present a complete, comprehensive and effective response should not be included.

## H. EVALUATION AND SELECTION

Firms to be short-listed will be selected based upon the apparent qualifications of the firm and the availability of its staff to complete the work in time to achieve the Town's goals. The Statement of Qualifications will be reviewed by an Evaluation Committee based on the following criteria:

- Firm / Team / Individual Experience, Capabilities, Professional Qualifications
- Performance History
- Previous Municipal Experience
- Technical Approach
- Firm's Present and Committed Work Load
- Other Considerations: Factors which include, but are not limited to, time of completion, competency and financial capacity of firm, ability to render satisfactory service and past performance.

It is the intent of the Town to contract with a single qualified firm (or team) possessing a high level of technical competence in the design and engineering disciplines to provide the services outlined in this RFQ, however, the Town reserves the right to split the services to multiple firms if it determined to be in the best interest of the Town.

The selection process will focus on qualifications and performance and cost will not be a factor in the selection process. The firms deemed to be the most qualified will be short-listed and may

be invited to participate in a final selection interview and/or asked to provide additional information.

Upon evaluation completion and interviews, the highest ranked firm may be selected to negotiate a contract for services. If an agreement cannot be reached, negotiations may continue with the next highest ranked firm, and so on, until an agreement is reached. Recommendation to award will be presented to the Buchanan Town Board which will make the final approval.

## **I. CONTRACTUAL REQUIREMENTS**

A professional services contract will be negotiated with the successful firm. A sample copy of the Town of Buchanan's standard Professional Services Agreement is included in the attachments to this RFQ.

The contract term shall be for a period of three (3) years with the option to extend for three (3) additional one (1) year periods. Contract extension shall be under the same terms and conditions and by mutual consent of both parties.

**END OF RFQ**

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

- I. Supplier shall furnish Town with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:
- A. **Workers Compensation and Employers' Liability** - Worker's Compensation statutory - in compliance with the Compensation law have the State and Employers' Liability insurance with a limit not less than \$ 100,000 each accident.
  - B. **Comprehensive or Commercial General Liability** with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 if aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but is not limited to, the following coverage:
    - 1. Premises - Operations
    - 2. Products and Completed Operations
    - 3. Broad Form Property Damage
    - 4. Contractual
- Personal Injury
- If excavating, underground or collapse is involved the limits of liability stated above shall be changed to \$2,000,000.
- If Asbestos is involved, the limits of liability stated above shall be changed to \$5,000,000.
- A. **Professional Liability** with a minimum limit of \$1,000,000 per injury/\$1,000,000 aggregate.
  - B. **Automobile Liability** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all of the following:
    - 1. Owned Automobiles
    - 2. Hired Automobiles
    - 3. Non-Owned Automobiles
- II. The certificate shall list the **Certificate Holder and address as follows: Town of Buchanan, Attn: Town Clerk, N178 County Road N, Appleton, WI 54915.**
- III. Such insurance shall include under the **General Liability and Automobile Liability Policies** the Town of Buchanan, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds.**"
- IV. Such insurance shall include a **thirty (30) day notice to the Town prior to cancellation or material policy change.** The notice shall be given to Buchanan Town Clerk, N178 County Road N, Appleton, WI 54915. **NOTE: Standard Cancellation Clause on a Certificate of Insurance is not acceptable.**
- V. Supplier shall require sub supplier; if applicable, to furnish identical Certificates of Insurance to the Town of Buchanan prior to contract taking effect.

**EXHIBIT B**  
**CONTRACTOR W-9 INFORMATION**

**EXHIBIT C**  
**VENDOR'S CERTIFICATE OF COMPLIANCE**

**Town of Buchanan**

**Request for Qualifications**

Design & Engineering Services for Town Roads, Bridges and Other Infrastructure

**GENERAL:** This form must be completed in its entirety and submitted with vendor response to acknowledge that vendor meets or exceeds the minimum requirements.

**INSURANCE:** Vendor certifies that the company / individual is in compliance with, or is prepared to comply with the insurance requirements as detailed in the attached Exhibit A. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Buchanan Town Clerk within five (5) days of notification of award, the Town reserves the right to select another vendor.

**Acknowledgement of Insurance Requirements (Exhibit-A)** \_\_\_\_\_ **(initials)**

**TAXPAYER IDENTIFICATION NUMBER:** Vendor has reviewed and completed the Request for Taxpayer Identification Number (W-9 Form). **(Exhibit B)**  
**Completed W-9 Form Attached** \_\_\_\_\_ **(initials)**

**CONTRACT TERMS:** Vendor has received and reviewed the Town Standard Professional Services Agreement. **(Exhibit E)**  
**Acknowledgement of Standard Services Agreement** \_\_\_\_\_ **(initials)**

**STANDARD TERMS AND CONDITIONS:** Vendor has received and reviewed the Town Standard Terms and Conditions. **(Exhibit F)**

**Acknowledgement of Standard Terms and Conditions** \_\_\_\_\_ **(initials)**

**RECEIPT OF ADDENDUM:** Vendor acknowledges receipt and inclusion of Addendum number \_\_\_\_\_ through \_\_\_\_\_.

**DEBARRED CONTRACTORS:** Acknowledgement that the vendor is not on the State of Wisconsin Department of Workforce Development list of debarred contractors with the effective dates during this project: \_\_\_\_\_ **(initials)**

**EXCEPTIONS TO THE MINIMUM REQUIREMENTS:**

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I hereby certify that all statements herein are made on behalf of:

Name of Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT D  
REFERENCES**

**Reference 1:**

Name of Company or Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Relevant Project Name \_\_\_\_\_ Year of Service \_\_\_\_\_

**Reference 2:**

Name of Company or Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Relevant Project Name \_\_\_\_\_ Year of Service \_\_\_\_\_

**Reference 3:**

Name of Company or Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Relevant Project Name \_\_\_\_\_ Year of Service \_\_\_\_\_



**EXHIBIT E**  
**SAMPLE CONTRACT SUBJECT TO CHANGE**

**Town of Buchanan**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_20\_\_\_\_, by and between the Town of Buchanan, Outagamie County, Wisconsin, a municipal corporation (the Town) and {Name of Contractor}, a {Type of Organization} with a federal employer identification number of \_\_\_\_\_, an address of \_\_\_\_\_ and telephone number of \_\_\_\_\_.

**WHEREAS**, {Name of Contractor} is a {Occupation} licensed to practice in the State of Wisconsin, and possesses considerable experience in {type of services required};

**WHEREAS**, the Town is interested in obtaining the services of a {occupation} in order to {state reason for engagement};

**NOW, THEREFORE**, in consideration of the promises, terms and conditions hereof, the Town and {Name of Contractor} agree as follows:

1. **Term:** The term of this agreement shall be three (3) years with the option to extend for three (3) additional one (1) year periods under the same terms and conditions.
2. **Services:** At the request of the Town Administrator or his/her designee, {Name of Contractor} will provide {describe type of work to be performed} pursuant to the Request for Qualifications, the specifications attached hereto as “Exhibit A” and {Name of Contractor} response to the Request for Qualifications attached hereto as “Exhibit B”. {Name of Contractor} will have sole and exclusive control over the manner and means by which the services are provided.
3. **Professional Status:** {Name of Contractor} shall remain licensed to practice as a {occupation} in Wisconsin during the term of this Agreement. {Name of Contractor} shall keep in force liability insurance to insure himself for any malpractice, injury or damage to persons or property that may be caused by {Name of Contractor} in the performance of his/her obligations under this agreement.
4. **Warranty:** {Name of Contractor} warrants that the services provided shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the services rendered and that any materials, equipment and goods furnished shall be free of defects. All services provided under this Agreement shall conform in all respects to all specifications and be fit for the particular purpose intended by the Town.
5. **Taxes:** {Name of Contractor} understands that s/he is responsible for all applicable taxes. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Town on behalf of {Name of Contractor} or any employees of {Name of Contractor}. {Name of Contractor} shall provide the Buchanan Town Clerk with a federal employer identification or social security number to allow for proper reporting to federal tax authorities.
6. **Benefits:** {Name of Contractor} understands that there are no health, dental, retirement or other benefits offered by the Town with respect to the services provided pursuant to this agreement.

7. Fees: {Name of Contractor} shall be paid according to the attached cost summary for the services provided pursuant to this Agreement attached hereto as "Exhibit C".
8. Termination With Cause: With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable causes shall include:
  - a) Material violation of this Agreement
  - b) Any act exposing the other party to liability to others for personal injury or property damage.
9. Termination Without Cause: Without cause, either party may terminate this Agreement after giving thirty (30) days prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the thirty (30) day period after notice of intent to terminate without cause has been given.
10. Dispute Resolution: Any disputes under this Agreement or related to this Agreement shall be resolved in accordance with the laws of the State of Wisconsin.
11. Indemnification: Vendor agrees to indemnify and hold harmless the Town, its officers, agents and employees from any and all liability including claims, demands, damages and expenses of every kind including damage to persons or property arising out of or in connection with, or occurring during the course of this agreement where such liability grows out of acts or omissions of any agent or employee of Vendor.
12. Notices: Any Notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed as follows:

If to the Town: Town of Buchanan Administrator  
N178 County Road N  
Appleton, WI 54915

With a copy to: Ashley Lehocky, Town Attorney  
Town Counsel Law and Litigation LLC  
940 E Evergreen Dr.  
Kaukauna, WI 54130

If to {Name of Contractor}:  
{Contractor Address}  
{Contractor City, State and Zip Code}

Either party may change its address by giving notice thereof in accordance with the terms of this paragraph.

13. General Provisions:
  - a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

- b) Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.
- c) Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto.
- d) Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements or/and understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the Town and {Name of Contractor}.
- e) Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. A scanned/PDF/email signature will have the same legally binding effect as an original signature.

13. Other: Town reserves the right to terminate this agreement at the end of any calendar year if the Town Board fails to provide funding for any ensuing year.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Town of Buchanan, Outagamie County, Wisconsin

By: \_\_\_\_\_  
Cynthia Sieracki, Town Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
{Name of Contractor}

Date: \_\_\_\_\_

**EXHIBIT - F**  
**STANDARD TERMS AND CONDITIONS (SUBJECT TO CHANGE)**

**Town of Buchanan**

**1.01 APPLICIBILITY:**

- A. The terms and conditions set forth in this document apply to Requests for Bids (RFB), Qualifications (RFQ), Proposals (RFP), Written Quotes (RFWQ) and all other transactions whereby the Town of Buchanan acquires goods and/or services.
- B. These Standard Terms and Conditions apply to any contract, including any purchase order awarded as a result of this request. Special requirements of a resulting contract may also apply.

**1.02 POSTING OF SOLICITATIONS:**

- A. This Town of Buchanan solicitation will be posted on the Town of Buchanan website at: [www.townofbuchanan.org](http://www.townofbuchanan.org).
- B. The Town of Buchanan will make no attempt to contact vendors with updated information. It is the offeror's responsibility to check this website for amendments, questions, revisions, etc., prior to the solicitation deadline. Offers that do not acknowledge amendments / addendums may be rejected.

**1.03 INQUIRIES – SINGLE POINT OF CONTACT:**

- A. All communications concerning the solicitation are to be directed to the Buyer listed on the solicitation. Unless otherwise noted, questions must be received no later than the date stated in the solicitation.
- B. Communications (in writing) will be received during normal business hours of the Town Hall with the exception of legal holidays.
- C. No information provided verbally, or by parties other than the Buyer, will be considered binding.
- D. Contact with any other party or attempts by bidders to contact any other party may result in the rejection of their bid.
- E. Unless the vendor clearly indicates in their response that the product offered is an "equal" product, it will be implied that the bid will provide the brand, name, manufacturer, stock number or product specified.

**1.04 SUBMISSION OF BIDS:**

- A. All offers will be addressed to Buchanan Town Administrator [michaelb@townofbuchanan.wi.gov](mailto:michaelb@townofbuchanan.wi.gov).
- B. Offers must be clearly labeled with offeror name, return address, offer title, date and the name of the primary contact for questions/clarifications. Offerors are required to use Town of Buchanan forms; i.e., Offer Sheets, Price Sheets, etc. when provided. Late responses will not be accepted, will be returned unopened, and will not be considered.
- C. Bids must be dated and time stamped by the Buchanan Town Clerk on or before the date and time due. Bids submitted or time stamped in another office will be rejected. Actual receipt in

the office of the Town Clerk is mandatory. These requirements don't apply if an electronic emailed submittal is required.

- D. All bids will be opened and recorded in the Buchanan Town Hall Conference Room located at N178 County Road, Appleton, WI 54915.

**1.05 ACCEPTANCE – REJECTION:**

- A. The Town of Buchanan reserves the right to accept or reject any or all offers, in whole or in part, received in response to solicitations, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offerors in any manner necessary to serve the best interest of the Town. The Town of Buchanan also reserves the right, in its sole discretion, to award a contract based upon the offers received without prior discussion or negotiation with respect to those offers. Therefore, offerors are cautioned that offers should be submitted initially on the most favorable terms.
- B. All potential vendors, by submission of their respective offer, agree to abide by the rules, regulations and procedures of the Town of Buchanan. The Town further reserves the right to cancel any order or contract for failure of the successful vendor to comply with the standard terms, conditions and specifications.

**1.06 FUND APPROPRIATION CONTINGENCY:**

- A. The Town of Buchanan reserves the right to cancel any agreement that may result from any solicitation, with no penalty, if the Buchanan Town Board fails to appropriate funds for the contract.

**1.07 METHOD OF AWARD:**

- A. The successful offeror shall be required to enter into a contract agreement with the Town. Any agreement or contract resulting from the acceptance of the offer shall be on forms either supplied by the Town or approved by the Town.
- B. All offerors, by submission of their respective offer, agree to abide by the rules, regulations, and procedures of the Town of Buchanan. The Town reserves the right to cancel any order or contract for failure of the successful offeror to comply with the terms, conditions and specifications of the offer and/or contract.

**1.08 TAXES:**

- A. The Town of Buchanan is a tax-exempt municipality under WI Stats. 77.54(9a).
- B. The State of Wisconsin Department of Revenue has issued tax exempt number 042831 to the Town of Buchanan.
- C. The Town of Buchanan's Federal Tax ID Number 39-1316254

**1.09 SUBCONTRACTING:**

- A. Selected offeror(s) will not be permitted to sublet, sell transfer, assign or otherwise dispose of the contract of any portion therein, or its right, title or interest in, to any person, Vendor(s) or {Type of Organization} without the written consent of the Town of Buchanan. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The prime contractor shall be fully responsible for the acts, errors and omissions of the subcontractor.

**1.10 ALTERNATES:**

- A. The specifications in this solicitation are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired.
- B. When alternates are proposed, they must be identified by manufacturer, stock number or such other information necessary to establish equivalency.
- C. It is the vendor's responsibility to clearly indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to establish equivalency.
- D. The Town of Buchanan shall be the sole judge of equivalency.
- E. Failure to furnish adequate data for evaluation purposes may result in declaring the offeror non-responsive.

**1.11 EXCEPTIONS:**

- A. Offerors are required to list any and all exceptions to any items when submitting their offer for review by the Town.

**1.12 DELIVERY:**

- A. Where applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
- B. Town will reject shipments sent C.O.D. or freight collect.

**1.13 OFFEROR'S RELATIONSHIP TO TOWN:**

- A. Offeror's Relationship to the Town of Buchanan: It is expressly agreed and understood that the successful offeror is in all respects an Independent Contractor as to the work, and the offeror is in no respect an agent, servant, or employee of the Town of Buchanan. The contract will specify the work to be done by the offeror, but the method utilized to accomplish the work shall be the responsibility of the offeror.

**1.14 WORK / SITE RULES:**

- A. Offeror shall comply with the Town of Buchanan's work/site rules. Vendor shall comply and accept exclusive responsibility for each individual employee while on Town property.

**1.15 REFERENCES:**

- A. Offeror shall provide references of recent clients with similar requirements as specified in the solicitation.

**1.16 BACKGROUND CHECKS:**

- A. The Town of Buchanan reserves the right to perform Background Checks on vendors providing goods and/or services to the Town.

**1.17 WITHDRAWAL:**

- A. All bids shall be valid for a period of ninety (90) days after the scheduled time of closing.
- B. Offers may be withdrawn only in total and only by a written request to the Town of Buchanan prior to the time and date scheduled for opening offers.

**1.18 OFFER OR SUPPLIED DOCUMENTATION / MATERIALS:**

- A. All offeror-supplied materials, including the offer, become the property of the Town of Buchanan. The Town will work with offerors to meet their confidentiality requirements, provided they are within reason. All offeror confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply.

**1.19 PRESENTATION COSTS:**

- A. The Town of Buchanan will not be liable in any way for any costs incurred by offerors in the presentation of their response to solicitations nor for the participation in any discussions or negotiations.

**1.20 LICENSURE, CERTIFICATION AND OTHER STATUTORY REQUIREMENTS:**

- A. Offeror is responsible to comply with all statutory rules and regulations. All applicable federal, state and local laws, rules and regulations governing the service described in the specification will apply and will be deemed incorporated into the agreement. These requirements shall be done at the offeror's expense, at no expense to the Town of Buchanan.
- B. A portion, or all of this project, may be subject to Wisconsin or Federal Grant Funding. Contracted vendor shall be responsible for ensuring compliance with grant funding requirements. If any of the services performed under this agreement are subcontracted, the selected vendor shall ensure compliance by all subcontractors. Vendor(s) must comply with all reporting requirements of any grant as a result of this solicitation.
- C. The Town of Buchanan, Auditor of the State of Wisconsin or any duly authorized representatives will have full access to and the right to examine any pertinent books, documents, paper and records of any invoicing transactions related to this project, for a period of five (5) years after from the later of the expiration or termination of the contract agreement.

**1.21 APPLICABLE LAW:**

- A. Contractual agreements shall be governed under the laws of the State of Wisconsin. The offeror 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 the contract and which in any manner affect the work or its conduct. The Town of Buchanan reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal or State procurement and non-procurement contracts.

**1.22 UNIT PRICE TO PREVAIL:**

- A. Unit Price to Prevail: In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error.

**1.23 PAYMENT TERMS AND INVOICING:**

- A. Payment Terms and Invoicing: The Town of Buchanan normally will pay properly submitted invoices within thirty (30) days of receipt, providing goods and/or services have been delivered, installed (if required), and accepted as specified.

**1.24 METHOD OF AWARD:**

- A. Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous Bid submitted to the Town on a quality versus price basis.

- B. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

**END OF STANDARD TERMS AND CONDITIONS**