

REQUEST FOR PROPOSAL

The County of Door is seeking proposals to provide vending services for bait and tackle and other goods at Robert M. Carmody County Park and/or George K. Pinney County Park.

Specifications and instructions may be obtained from Burke Pinney, Parks Manager at the County Government Center, 421 Nebraska Street, 3rd Floor, Sturgeon Bay, WI, 920.746.7132, bpinney@co.door.wi.us or on-line at <http://www.co.door.wi.gov/>. Proposals must conform to the requirements of the specifications and instructions.

Proposals must be received by the Facilities & Parks Department on or before 12:00 p.m. on January 31, 2022; and will be publicly opened at the County Government, Facilities & Parks Department office on January 31, 2022 at 12:30 pm.

INSTRUCTIONS

Bait and Tackle and Other Vending Services at Select County Parks

A. PROPOSALS

1. Proposals must:
 - a. clearly be marked "Bait and Tackle and Other Vending Services at Select County Parks"
 - b. be submitted, either electronically or hard copy, to Door County Parks Manager Burke Pinney at: bpinney@co.door.wi.us or Door County Government Center, 3rd Floor - Facilities & Parks Department, 421 Nebraska Street, Sturgeon Bay, WI 54235;
 - c. be received not later than 4:30 p.m. on Monday January 31, 2022;
 - d. set forth the scope of services to be provided, compensation to Door County, and the qualifications of the individual or entity submitting the proposal [hereinafter "proponent"];
 - e. Be legible, clear and complete;
 - f. be signed and dated by the proponent; *and*
 - g. remain firm for a period of sixty (60) days beyond the date of proposal opening.
2. Any deviation from the specifications or these instructions must be noted clearly and concisely within the proposal.
3. Issuance of the request for proposal does not confer any rights to any prospective proponent and does not obligate Door County to enter in to a contract. Any costs associated with the preparation of a response to the request for proposal shall be the sole responsibility of the proponent.
4. Door County will use discretion with regards to disclosure of proprietary information contained in any proposal, but cannot guarantee that information will not be made public. As a governmental entity, Door County is subject to Wisconsin's Public Record Law. Any confidential or proprietary information should be clearly marked as such.
5. Once submitted, the proposals and any supplementary documents become the property of Door County.

B. QUALIFICATIONS OF PROPONENT

1. Proponent shall be licensed (including a Bait Dealer License), certified, accredited, and/or meet all of the necessary qualifications to provide the services contemplated.
2. Door County reserves the right to reject any proposal if the proponent fails to satisfy the County that they are qualified to provide the services contemplated.

C. CONSIDERATION/AWARD OF CONTRACT:

Door County reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects and informalities.

Door County will consider all elements entering into the question determining the qualifications and responsibility of the proponent. A qualified and responsible proponent is one who is not only financially able, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.

Door County may supplement or change specifications during this process. Notice of supplementation or change shall be given through the issuance of an addendum. Any addendum will be forwarded to all persons who have requested a proposal packet or submitted a proposal and will be posted on-line at <http://www.co.door.wi.gov/>.

Door County and/or its designee may choose to conduct interviews of qualified and responsible proponents. Further, qualified and responsible proponents may be required to make presentation[s] to Door County or its designee.

This is a hybrid procurement process. Door County reserves the ability to negotiate with proponents and the right to accept proposals other than the lowest cost proposal.

D. CONTRACT:

The successful individual or entity shall execute a purchase of services contract, substantially similar to that included with the instructions and specifications, within thirty (30) days after notice of award of the contract is given. The request for proposal, instructions, specifications, and proposal in their entirety form the primary basis of the contract.

Door County reserves the right to supplement the contract after proposal consideration and award. County will *consider* supplemental contractual language submitted by the selected proponent concurrent with their proposal.

E. LAWS AND REGULATIONS:

The successful individual or entity must be cognizant of and shall comply with all applicable federal, state, and municipal laws, orders, ordinances, regulations and rules. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

F. LATE PROPOSALS:

Proposals that are not timely received will not be accepted. Late proposals will be returned, unopened, to the proponent.

G. INDIVIDUAL'S OR ENTITY'S CERTIFICATE

Each individual or entity shall incorporate and make a part of their proposal a sworn statement by the individual or entity that the individual or entity has: examined and carefully checked the specifications and instructions; conducted a due diligence investigation; and have offered a fully compliant proposal.

Questions regarding this request for proposal are to be submitted in writing, via email, to Door County's Parks Manager Burke Pinney at the following email address: bpinney@co.door.wi.us.

Failure to comply with these Instructions may, in the exercise of Door County's discretion, result in the determination of a proposal being deemed nonresponsive and be cause for the proposal to be rejected.

SPECIFICATIONS

Bait and Tackle and Other Goods Vending Services within Select Door County Parks

Door County is seeking proposals to provide vending services for bait and tackle and other goods (e.g., ice, drinks, snacks) in the following Door County Parks:

- Robert M. Carmody County Park
3570 Co Rd CC
Sturgeon Bay, WI 54235,
-and/or-
- George K. Pinney County Park
4879 Bay Shore Dr.
Sturgeon Bay, WI 54235

These services would be provided by a vending machine (or machines) at a designated location (or locations) within each park.

County is responsible for identifying the location of, and providing power to, each vending machine.

The selected vendor is responsible for providing each vending machine, their maintenance and repair, general operation, and stocking.

Individual or entity submitting a proposal must provide their experience, qualifications and proposed compensation to Door County.

Proposals that demonstrably promote sustainability, limit negative environmental impacts, minimize waste and reduce carbon footprint may be given preference.

These specifications are to be viewed largely as goal oriented versus prescriptive in nature. The intent here is to have proponents provide well-considered proposals for these services.

Questions regarding this request for proposal are to be submitted electronically, via email, to Door County's Parks Manager Burke Pinney at the following email address: bpinney@co.door.wi.us.

PURCHASE OF SERVICES AGREEMENT
Bait, Tackle and Other Goods Vending Services at Select Door County Parks

This Agreement, entered into by and between the County of Door, a Body Corporate, hereinafter referred to as “County”, and [REDACTED] hereinafter referred to as “Provider”.

WHEREAS, County desires to secure and retain the services of Provider to perform the services enumerated below; and

WHEREAS, Provider desires to perform the services enumerated below.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

1. This Agreement is for a term of three (3) years, commencing [REDACTED], 2022 and terminating [REDACTED], 2024.
2. County’s contact information is: Burke Pinney, Door County Parks Manager; Door County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin; Ph. 920.746.7132; bpinney@co.door.wi.us.
3. Provider’s contact information is: [REDACTED]
[REDACTED]
4. During the term hereof, County hereby engages Provider and Provider hereby agrees to perform services as set forth in the County’s Request for Proposal, Specifications, Instructions and Provider’s, Response to Request for Proposal [attached hereto and incorporated herein by reference as if set forth in full].
5. The provisions of this Agreement and attachments shall be harmonized to give full force and effect to all wherever possible. In the event of an irreconcilable conflict, this Agreement controls.
6. Payment for services covered by this Agreement shall be based on allowable fees and costs as set forth in the attachments referenced in paragraph 4 above. Payment shall only be made for authorized services actually and satisfactorily provided. It is understood that County is not obligated to purchase any minimum amount of services from Provider.
7. Provider shall act as an independent contractor in providing and performing the services contemplated by this agreement. Nothing in, or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Provider.
8. Provider holds itself out as an independent contractor. Provider: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.
9. This agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the Provider will be an independent contractor and not the County’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers’ compensation law and the state unemployment insurance law. This agreement shall not be construed as creating any joint employment relationship between the Provider and the County, and the County will not be liable for any obligation incurred by the Provider, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker’s compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Provider is not entitled to receive any benefits from County or to participate in any County benefit plan.

10. Provider shall furnish the County with reports, at intervals and in such form as the County may require, of its activities pertaining to any matter covered by this Agreement.
11. Provider shall permit County or its designee(s) timely access to the Provider's records, as necessary to review Provider's compliance with this Agreement.
12. Provider retains sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.
13. Any and all work product (tangible material or its intangible equivalent) shall be the sole and exclusive property of the County.
14. Provider shall provide, perform and complete all services contemplated by this Agreement in an expeditious and proper manner, consistent with the care and skill ordinarily exercised by reputable members of the profession.
15. Provider warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this Agreement.
16. Provider represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.
17. Provider shall, in order to protect itself as well as the County, at all times during the term of this Agreement keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance.
 - *Comprehensive General (Including Professional) Liability*: One million dollars (\$1,000,000) combined single limit (i.e., up to one million dollars (\$1,000,000) per occurrence for bodily injury or property damage arising out of single loss, with no sub-limits). This coverage must be written on an "occurrence" basis and shall cover all risks incident to any activity of Provider under this Agreement.
 - *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Uninsured Motorist Coverage)*: One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty-five thousand dollars (\$25,000) property damage each accident.
 - *Workers Compensation*: If and as required by the State of Wisconsin.
 - *Other Insurance*. If and as required by the State of Wisconsin and deemed reasonable and adequate by the County.

Provider shall furnish certificates of insurance to the County evidencing the risks insured against and the limits of liability there under.

County shall be named an additional insured or loss payee. Provider shall furnish County additional insured or loss payee endorsement(s).

Provider acknowledges that its indemnification liability to County is not limited by the limits of any insurance coverage.

18. Provider agrees that it shall protect, indemnify, and hold harmless the County and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Provider or the Provider's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement. However, the provisions of this paragraph shall not apply to actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees caused solely by the County. The provisions of this paragraph shall survive and continue beyond the termination of this Agreement.

19. Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the County.
20. Provider shall comply with all applicable state and federal guidelines, laws, orders, regulations, and rules.
21. During the term of this Agreement the Provider shall comply with all applicable state and/or federal labor standards.
22. During the term of this Agreement the Provider shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
23. During the term of this Agreement Provider shall comply with all applicable affirmative action mandates and all applicable equal opportunity requirements. This includes the submission, if required, of the Provider's current approved civil rights compliance action plan.
24. Provider recognizes that it may have access to confidential or proprietary information. Provider agrees to keep such information confidential. This includes the Provider not using or disclosing any such information for any purpose not inextricably connected with this Agreement absent appropriate written consent.
25. Provider shall maintain records in connection with this Agreement in a manner sufficient to meet the requirements of state and federal laws, regulations and rules. This includes Wisconsin's Open Record Law ("WORL"), set forth in Section 19.31 - 19.39 Wis. Stats. Provider shall assist County in complying with Public Record(s) Request(s) pursuant to Section 19.36(3) Wis. Stats.
26. Provider shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 – 164) ("HIPAA").
27. Provider shall meet state and federal service standards and applicable state and federal licensure and certification requirements as expressed by state and federal regulations and rules applicable to the services covered by this Agreement. Provider shall provide duplicates of any current license or certification required to the County.
28. Provider represents that it is not (and has not been) debarred, suspended or otherwise declared ineligible to provide the services covered by this Agreement. Provider shall immediately notify County if their status changes during this Agreement's term.
29. Provider shall avoid conflicts of interest. This includes the establishment of safeguards by Provider to prevent its employees, officers, principals or agents from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
30. Noncompliance with this Agreement may be considered cause for its immediate suspension or termination. Written notice, by the party suspending or terminating this Agreement, shall be provided as soon as is practicable to the other party. If the County terminates this Agreement for the Provider's breach, Provider may be liable for any additional costs County incurs for replacement services.
31. County may terminate this Agreement in whole or in part without penalty at any time due to non-appropriation of necessary funds by the County Board, the State of Wisconsin, or the Federal Government.
32. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.
33. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
34. Provider shall not assign this Agreement in whole or in part. Provider shall not assign any of its rights or obligations under this Agreement. Provider shall not assign any payment due or to become due under this Agreement.

35. This Agreement and the rights and obligation of County and Provider under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
36. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Door, State of Wisconsin or, if subject matter jurisdiction otherwise exists, the U.S. District Court, Eastern district of Wisconsin. The parties shall, if practicable, endeavor to utilize alternative dispute resolution prior to commencement of a lawsuit.
37. County and Provider represents and warrants that it has carefully reviewed and fully understands this Agreement, including attachments and any matters incorporated by reference. This Agreement shall be binding upon and shall inure to the benefit of County and Provider and upon their respective and permitted successors and assigns.
38. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
39. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by County and Provider.
40. It is understood and agreed that this Purchase of Service Agreement, attachments, and any matters incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

Accepted and agreed this [redacted] day of [redacted] 2022.

[redacted]
[redacted]

Accepted and agreed this _____ day of _____, 2022.

Wayne Spritka, County Facilities and Parks Director

Accepted and agreed this _____ day of _____, 2022.

Ken Pabich, County Administrator

Approved as to form this _____ day of _____, 2022.

Grant P. Thomas
Corporation Counsel