

April 12, 2021

Greetings,

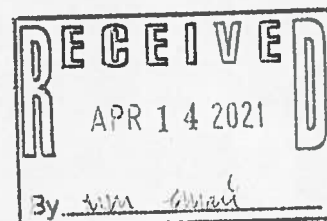
I would like to inform you that I have created a new limited liability corporation for my assessment services company. North Country Assessment Services, LLC has assumed the contracts of Nordquist Appraisal and Steve Nordquist. The primary reasons for this change are to simplify the income tax filing process and separate my personal liabilities from the business liabilities. All payments for services will now need to be made to North Country Assessment Services, LLC. I also have recently moved; my new mailing address is 10266N Ridgerock Ct., Hayward, WI 54843.

Please find the attached W-9 Taxpayer Identification Number and Certification form from the Internal Revenue Service, which includes the EIN that should be used going forward on the 1099 forms.

If you have any questions, I can be reached at either 715-934-2902 (office) or 715-699-6161 (cell).

Sincerely,

Steve Nordquist, Assessor



*NOTE - Contract amendment
was distributed 4/23/21
I forgot to attach this letter. dg

**CONTRACT FOR SERVICES
AMENDING A CONTRACT**

This contract for services amendment is made to that agreement previously executed by and between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Nordquist Appraisal (the "Contractor").

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement as follows:

Change the contractor's name from Nordquist Appraisal to **North Country Assessment Services, LLC.**

All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Amendment as of this 23 day of April, 2021.

The Town of La Pointe (the Town) Board Chair

Signature _____

Date _____

Printed Name:

Full Legal Name of Contractor (the Contractor)

Signature *Steve Nordquist*

Date 4-23-2021

Printed Name STEVE NORDQUIST

Title ASSESSOR

RECEIVED

APR 23 2021

Initial dg

CONTRACT FOR SERVICES

This contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town of La Pointe") and Maitland, Singler and Van Vlack (the "Contractor").

RECITALS

WHEREAS, the Town of La Pointe desires to obtain the services described herein; and

WHEREAS, the Contractor represents to the Town of La Pointe that it has the expertise, knowledge and experience necessary to properly perform this contract according to its terms and that it is ready, willing and able to do so,

NOW, THEREFORE, in exchange for the valuable consideration set forth herein, the Town of La Pointe and the Contractor hereby agree as follows:

1. Description of Services. The Contractor will, in accordance with the terms and provisions set forth herein, provide the Town of La Pointe with the following services:

- Tie out all the balance sheet accounts (assets and liabilities, all fund accounts).
- Take the activity out of all the equity accounts and put into spreadsheets to come up with mini-income statements for each fund, then summarized by department.
- Take regular income/expenses plus the equity account income/expenses to determine what to report on the Form CT.
- File the 2020 Form CT with the WI Dept of Revenue.

Such services will be provided at:

- Town of La Pointe, 270 Big Bay Road, La Pointe, WI
- Maitland Singler & Van Vlack Offices, Ashland, WI

2. Payment. In exchange for the Contractor providing the Town of La Pointe with the services described herein, the Town of La Pointe will pay the Contractor \$100.00 per hour upon receipt of an invoice.

The total amount payable by the Town of La Pointe to the Contractor for services under this contract shall, in no event, exceed \$ \$5,000.00.

3. Dates of Service. The services provided for herein shall be provided between April 27, 2021 and June 15, 2021.

4. Reimbursement for Expenses. The Contractor shall bear most of the costs and expenses under the terms of this Contract. However, in addition to the aforesaid payment for services, the Town of La Pointe will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract: N/A

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APR 28 2021

Initial: dg

5. **Specifications.** The specifications for the services to be provided by the Contractor to the Town of La Pointe are set forth in #1 above.

6. **Workmanlike Manner.** The services provided by the Contractor shall be provided in a workmanlike manner consistent with the terms and provisions of this contract.

7. **Warranty.** The Contractor warrants that:

- a) All services it provides pursuant to this contract will be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- b) Any project or work of improvement the Contractor works on pursuant to this contract will comply when it is completed with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- c) In the event it is determined that the Contractor has breached this warranty, the Contractor will promptly, upon being notified of such breach, immediately correct and cure the breach.

8. **Compliance with Regulations.** Within five (5) business days after this contract has been signed by the Contractor, the Contractor will provide the Town of La Pointe with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract. Compliance with this provision is a condition precedent to the performance of this contract.

9. **Assumption of Liability.** Each party to this contract accepts and assumes and shall be liable and responsible for any and all damages, injuries, deaths, losses, costs, expenses, fees and charges caused by the acts, omissions and negligence of its own directors, officers, members, employees, agents and representatives and any subcontractors and shall protect, defend and hold the other party to this agreement harmless from the same.

Neither party to this contract shall be liable or responsible for the negligence, acts or omissions of the other party or the other party's directors, officers, members, employees, agents or representatives.

10. **Hold Harmless.** The Contractor covenants that it will protect, defend, indemnify and hold the Town of La Pointe harmless from and against any and all claims, actions and causes of action filed or asserted by any person, entity, governmental unit or department against the Town of La Pointe or its supervisors, officers, employees, agents or representatives, for any damages, injury, death, losses, costs, expenses and fees or charges associated with, related to or arising from any occurrence, accident or incident caused by any negligence, act or omission of the Contractor or its officers, members, employees, agents or representatives in connection with this contract and its performance.

11. Relationship Between Town of La Pointe and Contractor. With respect to this contract, the Contractor shall be an independent contractor in regard to the Town of La Pointe and not an employee of the Town of La Pointe. As such, the Contractor shall, in accordance with §102.07(8)(b) Wisconsin Statutes:

- a) Maintain its business separate and apart from the Town of La Pointe.
- b) Hold a Federal Employer Identification Number for its business or else file a self-employment income tax return with the IRS reflecting its status.
- c) Control the means of performing this contract.
- d) Incur the main expenses related to the services provided under this contract.
- e) Be responsible for the satisfactory completion of the services provided for herein and be liable for a failure to complete the work or service specified herein.
- f) Receive the compensation provided for herein on the basis provided for herein.
- g) Realize a profit or suffer a loss under this contract, depending on how the Contractor performs.
- h) Have continuing reoccurring business liabilities and obligations.
- i) Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.

12. Default; Termination. In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.

13. No Assignment. Neither party to this contract may assign their rights or obligations under this contract to another, in whole or in part, without prior written consent of the other party. Any assignment or attempted assignment in violation of this provision shall be null and void.

14. Applicable Law; Venue. This contract shall be interpreted under the laws of the State of Wisconsin. Any suit or proceeding relating to this contract shall be venued in Ashland County, Wisconsin.

15. Entire Agreement; Amendment. This contract sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.

16. Binding Contract. Each of the undersigned states they have read this contract in its entirety, that they understand each of its terms and provisions and that they sign the same freely and voluntarily, intending to be legally bound hereby.

17. Notice. Any notice to either party under this contract shall be in writing and be served either personally or by registered or certified mail addressed as follows:

To the Town of La Pointe:

To the Contractor:

Town Administrator

Maitland, Singler and Van Vlack

Town of La Pointe
PO Box 270
La Pointe, WI. 54850
administrator@townoflapointewi.gov

Richard A. Setzke
306 West Third, Suite 101
Ashland, WI 54806
715-682-5544

IN WITNESS WHEREOF, the undersigned have executed this agreement this ____ day of _____, 20____.

The Town of La Pointe

Full Legal Name of Contractor

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

DRAFT

(5) TB, Lisa, Barb, Micaela,
Cindy, Public

Madeline Island Ambulance Service Report

April 23, 2021

We have had one transport this month. We have spent a lot of time moving into the new building and getting trained in on its systems. Everyone is very excited and grateful to be in the new ESB.

Gloria Fennel is officially on the schedule and Alex is working out his last details. It looks like we will have up to 3 students attend their final training week in Minneapolis and be ready to take the National Registry exam in May.

We did receive our Lucas Training by the Stryker training representative. People had lots of questions and everyone attended. We are also setting up training for a new advanced airway approved by our Medical Director. Once we are in the new building, we will get an instructor here to sign us off on this new airway, the IGEL.

We held our first regular monthly meeting at the new ESB. We went through runs and trained on the building. We also did some re-organization in the new building and ambulances. Sarah and Jay did a tour of the exercise room and went over the rules.

I have been working on updating our operational plan for the state and updating our computer programs with Image Trend and our billing company. We are also going through supplies this time of year and updating our spreadsheets for inventory control and expiration updates.

The police chief, fire chief and ambulance director have been having a weekly meeting to go over building issues and plans. We are discussing the summer season, the open house, the donor wall and a fundraiser.

Respectfully Submitted,

Cynthia Dalzell

Madeline Island Ambulance Service

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APR 23 2021

Initial dg

(5) TB, Lisa, Barb, Micaela,
Public



REQUEST FOR PROPOSAL FOR AUDIT SERVICES

The Town of LaPointe is accepting proposals from independent CPA firms to provide audit services for the Calendar Year Ending 12/31/2020. The town's former accounting firm will be filing the 2020 Form CT and has completed some audit prep.

The contract for services will be in Accordance with the Generally Accept Auditing Standards.

For a complete scope of services, please call 715-747-6913 or e-mail:
clerk@townoflapointewi.gov or on the Town's website: www.townoflapointewi.gov

Proposals will be accepted until Tuesday, April 27th, 2021 at 4:00 pm. Please indicate clearly, **AUDIT SERVICES** on the envelope.

Proposals should be sent to the Town of LaPointe, PO Box 270, 240 Big Bay Road, La Pointe, WI 54850-0270

Proposals will be opened on Tuesday, April 27th, 2021 at a posted 5:30 pm Town Board meeting.

The Town of LaPointe reserves the right to reject any and all proposals.

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APR 26 2021

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Request for Proposal: Professional Auditing Services

PURPOSE OF REQUEST

The Town of La Pointe, Wisconsin (Town) is requesting proposals for the purpose of retaining a Certified Public Accounting firm (Firm) to audit the Town's financial records for the fiscal year ending December 31, 2020 with the option of extending the contract at the mutual agreement of the Town and the firm. The Town is interested in a firm who is familiar with Wisconsin municipal activities and accounting. All detailed information needs are outlined in subsequent sections of this request for proposal (RFP). The term of the contract with the successful Firm shall commence no later than **May 10th, 2021**. The town's current accounting firm is no longer providing municipal auditing services but has agreed to file the 2020 Form CT and do some audit prep.

This RFP seeks professional services and statutory bidding laws do not apply.

INSTRUCTIONS TO AUDITING FIRMS

1. All submissions must be addressed and mailed or delivered to:

Town of La Pointe
Micaela Montagne - Clerk
240 Big Bay Road, PO Box 270, La Pointe, WI 54850-0270
clerk@townoflapointewi.gov
715-747-6913
715-747-6654 fax

2. All proposals must be in writing and must be in a sealed envelope and clearly marked in the lower left corner "*Auditing Services*". **All proposals must be received by 4:00 p.m. on Tuesday, April 27th, 2021. Proposals received after that date and time will be rejected.** Proposals will be opened publicly at the **April 27th, 2021 Town Board Meeting @ 5:30 pm.**
3. One (1) original of the proposal must be provided.
4. The Clerk will notify the Firm selected on **Wednesday, April 28th, 2021**. If interviews are required prior to selection, your firm will be notified.
5. This request for proposal does not commit the Town to award a contract, to pay any costs incurred in the preparation of a submittal to this request or to procure or contract for services or supplies.
6. No official or employee of the Town shall have any financial interest, whether direct or indirect, in the contract.
7. Amendment of proposals may be done as follows:
 - A. **By the Town:** Proposals may be amended by the Town in response to the need for further clarification, specifications and/or requirement changes, new opening date, etc.
 - B. **By the Firm:** Proposals may only be amended after receipt by the Town by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening dates unless requested by the Town.

DESCRIPTION OF ENTITY TO BE AUDITED

The Town of La Pointe is in Ashland County, on Madeline Island, in the Apostle Island, in northern Wisconsin and has a population of 269, with up to an estimated population of 3,500 during the summer (seasonal summer residents and tourists). The town was established in 1835 and adopted village Powers in 1972. A five-person elected two year term board, a Town Chair and four supervisors with an elected clerk and an elected treasurer (both part-time positions). The Town has an appointed Town Administrator as well as a clerical staff, consisting of the Accounting Administrator and the Clerical Assistant, all three are full-time.

The Town provides a wide range of services:

- Full-time police department (partially subsidized by Ashland County);
- Compensated Volunteer Fire Department;
- Compensated Volunteer Ambulance Service
- Public works activities such as road and street maintenance (and the Ashland County Highway H as contracted by Ashland County Highway Department) docks/harbor;
- Parks department with several parks, including a campground;
- Planning commission, with zoning and zoning enforcement provided for Ashland County;
- Property assessment (contracted);
- Public Library (overseen by the Madeline Island Public Library Board);
- Materials Recovery Facility (MRF)
- General and financial administration.
- The Town is in a collaborative agreement with the Bayfield School and Madeline Island Ferry Lines for providing winter transportation services.
- Revenues from mostly from tax levy, State grants and funding, campground fees, MRF disposal fees and subsidizes from Ashland County for the Town providing police, road maintenance and zoning services.
- Fairly large debt service, the latest debts taken on for the Town Dock Improvement Project and the re-building of the Emergency Services Building (the Town suffered a catastrophic fire on March 6th, 2019 when the entire Emergency Services Building burnt to the ground). The Town is still in the process of rebuilding these emergency services.

The Town's overall payroll for 2020 was \$1,066,700. Approximately 80 people are on the payroll, including elected officials, board/commission members, election workers, seasonal and compensated volunteers. The Town is a member of the Wisconsin Retirement System and offers some employee benefits through the State of Wisconsin Department of Employee Trust Funds as well as from other vendors.

DESCRIPTION OF RECORDS TO BE AUDITED

The Town's 2020 adopted original budget of approximately \$9.0 million included \$3.9 million for the construction of the new Emergency Services Building and \$1.8 million for the Town Dock improvement Project.

A summary of the 2020 Approved Revenue & Expenditures:

Taxes	\$1,968,902
Intergovernmental Revenues	\$1,445,749
Licenses & Permits	\$ 34,747
Fines & Forfeitures	\$ 4,175
Public Charges	\$ 360,417
Intergovernmental Charges	\$ 177,336
Misc. Revenues	\$ 117,556
<u>Other Financing</u>	<u>\$4,928,849</u>
TOTAL REVENUES:	\$9,037,731
General Government	\$ 566,832
Public Safety	\$ 614,029
Public Works	\$ 816,606
Health & Human Services	\$ 36,187
Culture & Recreation	\$ 419,814
Conservation Development	\$ 44,645
Capital Outlay	\$6,027,869
Debt Service	\$ 467,119
<u>Other Finance Uses</u>	<u>\$ 44,632</u>
TOTAL EXPENDITURES	\$9,037,733

Funds to be analyzed:

- Governmental Funds
- Fiduciary Funds

The Town currently does not have any proprietary funds.

The Town uses a double entry accounting system with Town Hall Software accounting software. The Town contracted with Oasis Advantage (now known as Oasis/Paychex) for payroll processing, tax payments & reporting starting July 2019. Vendor accounts are paid by check or ACH when required.

The Town operates on a calendar year.

BASIS OF ACCOUNTING

The Town presents its financial statements on a cash basis of accounting. Revenues and expenses and their related assets, liabilities and deferred inflows and outflows are recorded when they result from cash transactions or events, except for certain modifications such as recording accrued tax roll and tax roll collections in the government-wide financials and in the fund financial statements. As a result, certain liabilities and their related expenses are not recorded in the current financial statements.

SCOPE OF AUDIT

The audit shall cover the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of La Pointe, Wisconsin as of and for the year ending December 31, 2020 and related notes to the financial statements, which collectively comprise the Town's basic financial statements. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, American Institute of Certified Public Accountants Industry Audit Guide, and Audits of State and Local Government Units.

The Firm will also be responsible for preparing all financial statements, schedules and associated notes. The audit shall include an annual examination of the Town's financial statements for the year ending December 31, 2020 with an option to extend services.

The Town presently does not anticipate the need for a single audit through the term of this contract nor is this a statutory required audit. Should the Town receive federal and/or state financial assistance that would require a single audit to be performed, the Town will negotiate the necessary fees with the Firm.

In addition to the above, the Firm will:

1. Prepare and publish a SAS 114 and SAS 115 letter, Communications to those charged with governance and management, which includes findings and recommendations affecting financial statements, internal controls, accounting systems and procedures, legality of actions and any other material matters.
2. If necessary, prepare an annual single audit report and express an opinion thereon, for the years ending December 31, 2020 as required by the Federal Office of Management and Budget Circular A-133 and the State of Wisconsin Single Audit Guidelines.
3. Audit presentation of financial statements and management letter to the Town Board is expected to occur no later than the Town Board meeting in August, which takes place on the second and fourth Tuesday of the month. A representative from the Firm shall be available to meet with elected officials at that evening's meeting to answer questions regarding the completed audit and/or management letter.
4. Provide all reports in a digital format as well as ten (10) printed and bound copies at least one (1) week prior to presenting the report to the Town Board. An electronic copy of the reports is also required.

ASSISTANCE AVAILABLE TO SELECTED FIRM

The Town's financial statements were last audited by Maitland, Singler & Van Vlack as of December 31, 2019.

The primary contact for the audit will be the Accounting Administrator as well as the Town Clerk and Town Treasurer and Town Administrator. Other staff will be available to provide information and explanations as required.

The Town will provide adequate office space, office furniture, photocopying, internet, telephone and fax service at no cost to the auditor during the audit services needed at the Town Hall.

The selected vendor will be responsible for transportation costs (include ferry, wind sleds).

TERMS AND CONDITONS

➤ Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence a prudent amount of coverage for the willful or negligent acts or omission of any officers, employees or agents thereof. **Errors and omissions minimum coverage should be \$2 million or \$1 million with at least a \$1 million Umbrella Excess Liability policy.** The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Town. Such insurance shall be primary. Prior to execution of the written contract, the successful Firm shall furnish the Town with a Certificate of Insurance listing the Town as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement.

➤ Applicable Law

Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in Circuit Court of Ashland County, Wisconsin, and the Town and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits.

➤ Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry.

➤ Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm.

➤ Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement and will furnish the Town with appropriate vendor documentation (W-9, 9 point test).

Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

➤ Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

➤ **Waiver**

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar at by such party.

➤ **Indemnification and Defense of Suits**

The Firm agrees to indemnify, hold harmless, and defend the Town, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm or its employees.

➤ **Contract Period**

The term of this contract shall commence no later than May 10th, 2021 unless otherwise agreed upon. The contract will be for one (1) calendar year with the option for extension if the services meet or exceed the Town's expectations.

➤ **Termination of Contract for Cause**

If through any cause, the Firm shall fail to fulfill in a timely and proper manner the obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the Town shall thereupon have the right to terminate this contract by giving written notice to the Firm specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Firm under this contract shall, at the option of the Town, become the property of the Town of La Pointe.

Notwithstanding the above, the Firm shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the contract by the Firm, the Town may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due to the Town from the Firm is determined.

➤ **Auditor Access**

All parties contracting with the Town shall, upon request, provide access to and furnish the Town auditors with requested information, records and reports regarding powers, duties, activities, organization property, financial transactions, methods of operation, or any or all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody.

➤ **Working Papers**

Audit working papers must be retained for at least seven (7) years from the final year of the audit engagement and be made available for examination by authorized representatives of the cognizant federal or state audit agencies, Government Accountability Office, the Town, successor auditors (if appointed), and/or any other parties authorized by the Town of La Pointe.

PROPOSAL FORMAT

Your proposal should provide a straightforward, concise description of the proposed delivery of services and your ability to achieve the same in the format provided. Emphasis should be on completeness and clarity. Please lay out your process for completing the audit, from timeline to location of physical audit activities and methods.

➤ **Title Page**

The proposal should identify the subject, the name of the Firm, address, telephone number, fax number, e-mail address, name and title of the contact person, and the date of submission. The response should confirm that the proposal is effective for ninety (90) days from the date submitted.

➤ **Letter of Transmittal**

The letter of transmittal should summarize the following information:

1. A brief understanding of the services to be performed.
2. A positive commitment to perform the services as specified.
3. The name(s) of the person(s) authorized to represent the Firm; their title, address, telephone number, fax number and email address if different from the individual who signs the transmittal letter.

➤ **Certification of License to Practice in Wisconsin**

Firm must affirm that they are licensed to practice as Certified Public Accountants in the State of Wisconsin.

➤ **Certification of Independence**

Firm must certify that the firm, partners and all staff members assigned to the engagement are free from impairments to independence with respect to the Town of La Pointe, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. The Firm must commit to maintaining an independent attitude and appearance through the full term of the engagement.

➤ **Profile of the Firm**

This section should include information on:

1. The type of organization and size of the Firm
 - A. The location of the office from which the work is to be performed.
 - B. List (if any) of other municipal clients.

COST PROPOSAL

The proposed fees should be provided as a part of the proposal. The selected vendor will be responsible for transportation costs (include ferry, wind sleds).

OTHER CONSIDERATIONS

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of Firm, ability to render satisfactory service and past performance will be considered in determining status as a responsible Firm. The Town reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

PROFESSIONAL SERVICES CONTRACT

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the Firm's technical and price proposal, and any other written offers/clarifications made by the Firm and accepted by the Town, will be incorporated into a contract between the Town and the Firm. It shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of their parties hereto.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the La Pointe Town Board, execution of the contract by the proper Town officials, and delivery of the fully executed contract to the successful Firm. Acceptance may be revoked at any time prior to delivery of the full-executed contract to the successful Firm.

The contract may be amended only by written agreement between the Firm and the Town of La Pointe.

RIGHT OF THE TOWN TO REJECT PROPOSALS

The Town of La Pointe reserves the right to reject any and all proposals or any part of any proposal, to waive minor irregularities in the procedure, defects or technicalities, or to cancel in part or in its entirety, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in its best interest. The Town also reserves the

right to negotiate with any vendor regarding all or part of any proposal that is in the best interest of the Town.

CONFIDENTIALITY OF DOCUMENTS

All responses to the Request for Proposals (RFP) submitted by vendors shall be deemed public documents at the time they are opened by the Town of La Pointe. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the vendor. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be held in confidence by the Town of La Pointe until such time as the contract is set. Any proposal that is submitted with a general statement or limitation that would prohibit reasonable public inspection shall be considered non-responsive and shall be rejected.