



Proposal (RFP)

for

Courthouse Remodel Project Architectural and Engineering Services

Proposal 2022-1

Issued By:

Calumet County
Business Systems and Communications

**Proposals must be submitted
No later than 4:00 PM, June 27, 2022 to:**

**Calumet County Administrator
206 Court Street
Chilton, WI 53014**

State Sales Tax Exemption Number – 008-0000486031-05
Federal Tax ID – 39-6005679

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

For further information regarding this
RFP contact Matt Payette
(920) 849-1628
Email: matt.payette@calumetcounty.org

Issued: May 2, 2022

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- Attachment A - Signature and Authority Affidavit Form
- Attachment B - References
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- Attachment D - Mandatory Requirements/Deliverables
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Appendix

- Appendix A – [Courthouse Area Map](#)
- Appendix B – [Calumet County Courthouse Feasibility Study and Space Planning, 2016](#)
- Appendix C – [County Services Remodeling Scope and Estimate Report, 2021](#)
- Appendix D – [Calumet County’s Contract of Services Agreement](#)

1. General Information

1.1. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for architectural and engineering (A/E) services to Calumet County. The County's project consists of remodeling and renovation of the former Jail and Sheriff's Offices and other select areas in the Calumet County Courthouse. Services include architectural/engineering design, consulting services, and representing the County's interests during the concept validation, schematic design, design development, construction documents, bidding, construction, and close-out phases. The newly remodeled areas will primarily include office space and associated amenities such as conference and breakrooms.

Calumet County intends to use the results of this Request for Proposal (RFP) to award a contract for the project listed above. The contract administrator will be determined at the time of the contract award. Retain a copy of these proposal documents for your files. Should you receive an award, these documents become your contract terms and conditions.

1.2. Definitions

The following definitions are used throughout the RFP:

- A/E means Architectural / Engineering
- BS&C means Calumet County Business Systems and Communications Division.
- County means Calumet County, Wisconsin.
- Firm means the company for which the Architectural / Engineer works.
- Proposer/Vendor/Bidder means a company or individual submitting a proposal in response to this RFP.
- RFP means Request for Proposal.

1.3. Project Scope

1.3.1. Objective/Needs

The objective of this request is to select a highly qualified A/E Firm to represent the County in all aspects of the design including architectural /engineering design services, consulting, and to represent the County's interests during the concept validation, schematic design, design development, construction documents, bidding/award, construction, and closeout phases.

1.3.2. Background

The original courthouse was constructed in 1913. It is neoclassical in style, a solid and dignified building of red brick and concrete with a central dome. The east addition and connector were constructed in 1976, and the space between was infilled in 1995. The additions generally complement the original building in material and scale and allow the street presence of the original courthouse to dominate.

On the interior, re-arrangements and re-purposing of rooms and the multiple additions have created crowded and confusing conditions. Public users of the building routinely end up in the wrong reception area for the services they seek. Widely scattered and redundant reception areas create confusion and staffing inefficiency. The Calumet County Courthouse houses 15 County departments plus several affiliated tenants.

In 2015 Kontext Architects performed a space study which identified existing office space was 27% short. At that time, space needs projecting 10 years out to year 2025 totaled 94,000 square feet which is anticipated to be 31% short of what is required.

In 2021, Samuels Group reviewed and updated the 2015 Kontext study to reflect physical changes to the Courthouse between 2015 and 2020. Space requirements of all departments were once again reviewed as well as department location considering the need to be “front-facing” (county staff meeting with those from the public); the extent to which a given department needed consolidation (the department is currently too spread out to be efficient); additional space needs (the department is cramped or overcrowded), consideration given to the relocation of the Sheriff’s Office and Jail to the new Law Enforcement Center and repurposing the former old Law Enforcement Center for additional office space.

The result of this review provided the opportunity to have some divisions/departments continue in their current space with little or no change. Other divisions/departments are shown to be regrouped to some extent or are completely relocated. Finally, other divisions/departments are relocated to fully renovated spaces. The goal is to create a better overall organization of all divisions/departments within the constraints of the existing facility.

1.3.3. Project Description

The County is requesting proposals from Architectural / Engineering (A/E) Firms for the County’s anticipated remodel and renovations of the existing Calumet County Courthouse. The goal of the County is to receive the highest level of quality that aligns with its needs at the lowest reasonable price from an experienced and qualified firm. Areas included in this request for proposal are:

Area A - Former Sheriff's Office and Jail:

The project consists of the full renovation and remodel of the former Sheriff's Office and Jail that is in the process of being completely demoed/gutted. The total demo and remodel area is approximately 14,280 sq. ft. and will accommodate the relocation of five existing departments including:

- Planning & Zoning shared with Land & Water (Approximately 4350 sq. ft.)
- Information Technology (Approximately 2270 sq. ft.)
- Medical Examiner (Approximately 1400 sq. ft.)
- Federal Offices (Approximately 3000 sq. ft.)

Approximately 11,000 square feet is planned to be fully remodeled into new office space in the area that has been fully stripped and gutted. This area became available when the Sheriff’s Office and Jail moved into a new Law Enforcement Center. This area will require complete remodeling including walls, all mechanical, electrical, plumbing, fire protection (MEP) work, and all finishes.

In addition, the following renovations are included within the scope of this project:

Area B - Existing Clerk's Office:

This area is located on the South end of the first floor. This is a partial remodel and contains approximately 435 sq. ft. This newly remodeled space will then accommodate the Veterans Service Office in addition to housing the existing Clerk’s Office.

Area C - Existing Treasurer's Office:

This area is located on the South end of the first floor. This is a partial remodel and contains approximately 1,000 sq. ft. Treasurer’s Office will remain in the space.

Area D – Existing Judge’s Area:

This area is located on the West side of the first floor. This is a partial remodel and contains approximately 1,000 sq. ft.

Area E – Existing Rotunda and Miscellaneous Areas:

This area is located on the South end of the first and second floors. This is a partial remodel that will require a new wall penetration in the historic portion of the building on the first floor. This area contains approximately 1,500 sq. ft.

Area F – Existing Health and Human Services Department Reception Area:

Create a new main lobby located close to the west elevator on the second floor.

This area will include a partial demo with remodeling. The area contains approximately 2,000 sq. ft.

For a map of areas please see Appendix A.

1.3.4. Clarifications and/or Revisions to this RFP

Calumet County Business System Analyst and Communications Manager is the sole point of contact for the County during the selection process. Contact with anyone else involved with this process without the prior authorization of the Business Systems Analyst and Communications Manager may result in the disqualification of your proposal. Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies they have concerning this proposal in writing through email by May 31, 2022, to Matt Payette; matt.payette@Calumetcounty.org.

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal before or after the above date but before the opening date, they shall immediately notify the above-named individual of such error and request modification or clarification of the proposal document before the proposal opening date.

If the proposer fails to notify the County before the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time because of the error or its correction.

Revisions to this request for proposal, or answers to questions, will be made only by an official written addendum issued by BS&C. Proposers are responsible for checking the website <https://www.Calumetcounty.org/877/Bids-and-Quotes> for any addenda before submitting a proposal. Failure to acknowledge the addenda may disqualify your proposal.

1.4. Proposer Meeting

Proposer Meeting will be held on June 1, 2022, at 1:00 p.m. at the Calumet County Courthouse in Room 025 to respond to questions and to provide any needed additional instruction to vendors on the submission of proposals. Proposers are required to meet all PPE (Personal Protective Equipment) standards, if applicable. The meeting will include a walkthrough of areas to be remodeled as part of this project and **it is required that interested firms attend.**

1.5. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. If the County finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this RFP.

DATE	EVENT
May 2, 2022	RFP Issuance date
May 31, 2022	Last day for submitting written questions
June 1, 2022	Proposer Meeting
June 6, 2022	Addenda posted to https://www.Calumetcounty.org/877/Bids-and-Quotes
June 27, 2022	Proposals are due at or before 4:00 p.m.
July 11, 2022	Interviews/Presentations (estimated date if needed)
July 18, 2022	Notification of intent to award sent to proposers (estimated)
August 8, 2022	Contract award (estimated)
August 29, 2022	Contract start date (estimated)
March 1, 2023	Public Bidding (Section 4.3.3.) Complete

1.6. Contract Term

The agreement between the Firm and Calumet County shall be Calumet County's Contract of Services Agreement (Appendix D) and AIA Document B101 – 2017, Standard Form of Agreement Between Owner and Architect. If there is any conflict between the two documents, Calumet County's Contract of Services shall prevail. The contracts shall be effective on the date indicated on the contracts and shall continue until the completion of the building and renovation projects, subject to the any termination clause included in the contracts.

2. Preparing and Submitting a Proposal**2.1. General Instructions**

The evaluation and selection of a firm will be based on the information submitted in the proposal plus references and any required interviews/presentations. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal. Elaborate proposals (e.g. expensive artwork), beyond what is sufficient to present a complete and effective proposal are not necessary or desired.

2.2. Incurring Costs

The County is not liable for any cost incurred by proposers in replying to this RFP.

2.3. Submitting Proposals

Proposers must submit, in a sealed package, **one original printed proposal PLUS one digital copy on USB** of all materials required for acceptance of their proposal on or before 4:00 p.m., on June 27, 2022 to:

Calumet County Administrator
Attn: Patricia Winkler, Room 313

206 Court Street
Chilton, WI 53014

All proposals must be received in the Calumet County Administrator's Office by the stated time. Late proposals will not be accepted. Receipt of the proposal by the U.S. mail system does not constitute receipt of the proposal by Calumet County BS&C.

The County does not accept proposals submitted sent by fax or email. All proposals must be packaged, sealed, and display the following information on the outside of the package:

Proposer's Name and Address

Request for Proposal Title

Request for Proposal Number

Proposal Due Date

2.4. Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11-inch paper with page numbers clearly indicated and bound securely. Proposers responding to this RFP must comply with the following format requirements:

Section One – INTRODUCTORY SECTION: Include a table of contents, transmittal letter, Attachment A - RFP Signature and Authority Affidavit Form, any addenda signature pages, and Attachment C - Designation of Confidential & Proprietary Information Form.

The transmittal letter shall not exceed two pages and should express interest in the project, as well as what value you add if awarded the contract. Provide a statement indicating your ability to meet the requirements of the RFP, along with acceptance of the terms of the RFP. The County would accept consortiums of multiple firms to complete the project; however, the letter should include the name of the firm, RFP contract person, email address, mailing address, and telephone number taking contractual responsibility for the satisfactory completion of the project, and must be signed by a person authorized to bind the firm. Your offer must be good for 60 days from the bid closing date.

The Signature and Authority Affidavit submitted in response to this RFP must be signed by the person in the Proposer's organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submittal may disqualify your proposal.

Section Two - RESPONSE TO PROPOSER INFORMATION AND SOLUTIONS: Responses to the requirements in the proposer information and solutions must be in the same sequence and numbered as they appear in this RFP. Include here completed Attachment B--References.

Section Three – MANDATORY REQUIREMENTS/DELIVERABLES: Include Attachment D - Mandatory Requirements/Deliverables and Attachment F – Cost Proposal (separate sealed envelope). All costs, as requested, for product(s) and/or service(s) must be included in this proposal.

2.5. Withdrawal of Proposals

Proposals shall be irrevocable until the contract is awarded unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time or upon expiration of 60 days after the due date and time. The written withdrawal notice must be received by Matt Payette, Business Systems Analyst and Communications Manager. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

2.6. Ownership of Proposals

All proposals submitted in response to this RFP shall become the property of Calumet County.

2.7. Change in Agreement or Representatives

Calumet County reserves the right to require a change in agreement or representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

3. Proposal Selection and Award Process**3.1. Calumet County's Approval Guidelines**

As outlined in Chapter 10, Section 1.05 of Calumet County's Employee and General Administrative Policy Manual, and in compliance with 11 C.F.R. § 300.10 2011 and available upon request.

3.2. Preliminary Evaluation

The proposals will be initially reviewed to determine if mandatory requirements/deliverables are met. Failure to meet mandatory requirements/deliverables shall result in the proposal being rejected. If all proposers do not meet one or more of the mandatory requirements/deliverables, the County reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements/deliverables of this RFP.

3.3. Right to Reject Proposals

The County reserves the right to reject any and all proposals.

3.4. Proposal Scoring

Accepted proposals will be reviewed and scored against the stated criteria. The reviewer(s) may review references, request interviews/presentations, conduct demonstrations, and/or conduct on-site visits. The resulting information will be used to score the proposals. The scoring will be tabulated and proposals ranked based on the numerical scores received.

3.5. Evaluation Criteria

The proposals will be scored using the following criteria:

DESCRIPTION	POINTS
Organization Capabilities	200
Project Team Qualifications	200
Proposers Approach	200
COST	50
Total	650

3.6. Interviews/Presentations

Top-scoring proposers, based on the evaluation of the written proposal, may be required to have interviews/presentations to support and clarify their proposals if requested by the County. The County will make every reasonable attempt to schedule the interview/presentation on the date specified in the Calendar of Events. Failure of a proposer to complete a scheduled interview/presentation to the County may result in rejection of that proposer's proposal.

3.7. Final Evaluation

Upon completion of any interviews/presentations by proposers, the reviewer(s) will review their evaluations and make adjustments to the scores based on the information obtained in the interview/presentation, demonstration, possible reference checks, and any other pertinent proposer information.

3.8. Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer after the original evaluation process is complete. Alternatively, the highest proposer or proposers may be requested to submit their best and final offers. If the County requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the reviewer(s). The award will then be granted to the highest scoring proposer following that process. However, a proposer should not expect that the County will request a best and final offer.

3.9. Notification of Intent to Award

All proposers who respond to this RFP will be notified in writing of the County's intent to award the contract(s) as a result of this RFP.

3.10. Appeal Process

Notices of intent to protest and official protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or Calumet County Ordinance provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with BS&C, Calumet County Wisconsin, 206 Court Street, Chilton, WI 53014, and received in their office no later than five (5) working days after the notice of intent to award is issued.

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

The decision of the reviewer(s) may be appealed to the Corporation Counsel Office within five (5) working days of issuance. The appeal must allege a violation of a Wisconsin Statute or a Calumet County Ordinance provision.

3.11. Contract Terms

The County reserves the right to negotiate the terms of the contract, including the award amount, and/or refinement of the scope of work, with the selected proposer prior to entering into a contract. If contract

negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

4. Project Requirements

4.1. Mandatory Requirements

Submit response using Attachment D Mandatory Requirements/Deliverables - see Section 2.4 for proposal submittal format.

The awarded A/E Firm needs to demonstrate its experience in dealing with moderate and complex governmental projects. The A/E Firm is expected to fulfill the following contract requirements.

4.2. Pre-Design Phase (Deliverable 1):

4.2.1. Project Design Kick-Off Meeting: Business Systems Analyst and Communications Manager will arrange the Kick-Off Meeting after the A/E is selected. The purpose of the Kick-Off Meeting is to address the following:

- Establish roles, responsibilities, and authority of participants
- Provide clear understanding of Project requirements
 - Review space needs analysis and preparation of conceptual floor plans and designs (Appendix B and C)
 - Review existing Project budget.
- Validate and potentially modify the conceptual floor plans and designs. These are only conceptual and the A/E for this Project will need to validate and potentially modify this concept.
- Inform the County of any inadequacies or inconsistencies that would affect the A/E's ability to complete design work and fully accomplish the work for which the A/E has been hired.
- A/E to obtain County approval to preceding with the schematic design phase.

4.2.2. Schematic Design:

Based on the approved conceptual floor plans and designs, prepare detailed schematic design (drawings and other documents) required for the Design Development Phase.

- Complete necessary site surveys
- Complete code study
- Review existing work, reports, and studies completed to date
- Evaluate primary building materials and develop options to stay within the project budget
- Evaluate building systems relative to long-term operational costs and life cycle costs such as LED lighting, heating and cooling systems, etc.
- Coordinate with the County administration and staff
- Notify the Project Manager, at this time or in the future, if the proposed scope of work appears to exceed the estimated project budget. The Project Manager will direct the A/E on how to proceed if the budget appears to be inadequate, and must approve any proposed change(s) in scope of work or alternate bid(s). The A/E shall document the decisions of a scope change or reasoning behind alternate bid(s). The Project Manager will be responsible for obtaining the consent of the County.
- Complete schematic design documents for review and approval that meets the intended design, schedule, and budget.

4.3. Design Development Phase (Deliverable 2):

- 4.3.1. Based on review and approval of schematic design, prepare detailed design documents **with complete architectural and engineering detail** (drawings and other documents) required for the final design. Documents should include the following but the list is not exhaustive:
- Plans, sections, elevations, typical construction details
 - Diagrams or layouts of building systems along with efficiency calculations
 - Establishment of the architectural, structural, mechanical, and electrical systems
 - Specifications that outline types and quality of materials and systems types
 - Review and confirm that the current ADA rules and code requirements are incorporated into remodeled and renovated building and site plans.
 - Provide information about any fixtures, furnishings and equipment, including technology system requirements, for the project and if the cost is included or need to be procured outside of the construction contract.
 - Complete design development documents for review and approval that meet the intent of this proposal
 - Complete cost and construction schedule estimates, including an estimate of the project contingency
 - Note: This phase will require meetings with the administration, staff, and committees to review the preliminary and final design. If available, a 3D walk-through of the conceptual design should be provided.
- 4.3.2. Construction Documents
Based on the County's review and approval of the final design, prepare construction documents consisting of drawings and specifications to be used for construction of the renovations and remodeling. Alternates bids will be required for the Federal Offices and Health and Human Services Department Reception area.
- 4.3.3. Public Bidding
Publish complete specifications, requirements, and documents for public bidding in the appropriate channels to select a highly qualified general contractor. Attend pre-bid conference and walk-through, public bid opening, and prepare bid tab. Management of pre-bid information requests and preparation of pre-bid addenda, as necessary.

4.4. Construction Administration Phase (Deliverable 3):

Throughout the construction phase, the Firm serves as the representative of, as well as an advisor and consultant to, the County.

- 4.4.1. Construction Phase:
Meetings/Pre-Construction Conferences
Facilitate and lead all construction meetings (which will occur on at least a weekly basis), produce and circulate minutes and follow up on tasks assigned to project team members during the meeting. The meetings shall include a review of the project, project schedule, and project procedures. Some meetings may be attended remotely as agreed on by County and Firm.
- 4.4.2. Process Construction Documents
Establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the general contractor (e.g. including contracts, specifications, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.). Establish and maintain a submittal log to ensure contractor compliance with the documents.

- 4.4.3. Project Coordination
Provide administration, management, and related services necessary to coordinate the construction activities of the general contractor.
- 4.4.4. Monitor Construction Progress
Observe construction progress and report deviations from the schedule that might delay project completion. Proactively report schedule and cost impacts and provide recommended solutions to ensure completion on time and within budget. Assist the County with consulting with the general contractor to develop and implement corrective actions necessary to meet the project schedule.
- 4.4.5. Value-Engineering
Assist in the development and implementation of value engineering ideas. Propose changes that cut costs while maintaining or enhancing design intent and quality, value, and functional performance of improvements.
- 4.4.6. Control Construction Quality
Assist the County to monitor and inspect all work in progress to ensure the quality of the work and compliance with the contract documents. The Firm will coordinate with the County to document and report all deficiencies and make recommendations for corrective actions.
- 4.4.7. Process Applications for Payment
Develop and implement a procedure for the review and processing of contractor payment applications and certify said applications.
- 4.4.8. Project Meetings
Participate in meetings with the County and applicable parties, and conduct meetings as necessary at the job site to discuss job progress, problem resolution, and decision making. The Firm will prepare and distribute accurate construction meeting minutes in a timely manner.
- 4.4.9. Process Change Orders
Develop, with the County, and implement a system for review and processing of change orders.
- 4.4.10. Coordinate Inspections and Testing
Review required inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.
- 4.4.11. Quality Control
Keep the County reasonably informed about the progress and quality of the portion of the work completed and report to the County any known deviations from the contract documents and the most recent construction schedule submitted by the contractor, and any defects and deficiencies observed in the work.

4.5. Close-Out Phase (Deliverable 4):

- 4.5.1. Develop Close-Out Program
Consult with the County and the general contractor and develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, O&M manuals, and occupancy.
- 4.5.2. Verify Substantial and Final Inspections

Verify substantial completion and final inspections. The Firm will assist the County in the preparation of a list of deficiencies (punch list) and will coordinate all correction action by contractors.

4.5.3. Coordinate Construction Close-Out

The Firm will assist the County to coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage.

4.5.4. Certificates

The Firm, upon completion of the project, will be responsible for certifying that, to the best of their professional knowledge, the building conforms to the approved plans, specifications, and shop drawings.

4.5.5. As-Built Drawings

Provide as-built drawings including architectural, finish schedule, and all MEP systems.

4.6. Subcontractors

The contractor shall be responsible for contract performance when subcontractors are used. When subcontractors are used, they must abide by all terms and conditions of the County's contracts.

5. Proposer Information and Solutions

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

5.1. Organization Capabilities

Describe the proposer's organization/experience and capabilities in providing similar services to those required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges, and results. Indicate what resources are available if additional support is requested. (200 Points)

5.2. Project Team Qualifications

Identify key staff your organization/company will assign to fulfill the contract requirements. The County expects that all team members listed in your response will be actively engaged in the project. Detail who would be contract manager(s), etc. Provide resumes describing the educational and work experience for each of the key team members who would be assigned to the project. Confirm the availability of and commitment of named key members to the project and detail the number of hours for each key team member that you estimate will be needed to fulfill the contract requirements. (200 Points)

5.3. Proposer Approach

5.3.1. Describe the proposer's experience working with professional entities (i.e. government, community groups, etc.). Outline the work plan and timetable.

5.3.2. Detail proposer's understanding of the challenges and barriers and propose an approach to overcoming these barriers.

5.3.3. Identify potential risk factors and methods for dealing with these factors.

5.3.4. Program delivery – detailed work plan and timetable. Proposer to outline the tasks proposed to accomplish the essentials of the work plan to completion of Section 4.3.3. (contractor selection) within six (6) months of the contract award. Provide a detailed schedule and timeline for each task. (50 Points Each)

5.4. General Instructions for the Sealed Cost Proposal and how it will be Scored

Calumet County will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

$$\frac{\text{Lowest Cost Proposed}}{\text{Constant}} \times \text{Maximum Points Assigned to Cost} = \text{Score (50)}$$

Other Proposed Cost

5.5. Proposer References

Submit response using Attachment B References under Section 2 of proposal – see section 2.4 for proposal submittal format.

Proposer must supply references of three firms to which similar work has been successfully completed within the past five (5) years to a comparable sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided.

6. Sealed Cost Proposal

6.1. Fixed Price Period

The awarded Firm must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the County and the Firm.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

PROPOSING COMPANY NAME: _____

FEIN (Federal Employer ID Number) _____ OR Social Security # (if Sole Proprietorship) _____

Address: _____

City _____ State _____ Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

Phone (____) _____ Toll Free Phone (____) _____

Fax (____) _____ Email Address _____

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the requirements, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools, and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the project relating to this proposal.

I further certify that I have carefully examined the proposal documents and all terms herein, and the site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt/review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

ATTACHMENT B

REFERENCES

Proposer: _____

Provide company name, address, contact person, telephone number, email, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

**ATTACHMENT C
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to Bid/Proposal # _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1) (c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response will mean that all information provided as part of the bid/proposal response will be open to examination and copying. The County considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

ATTACHMENT D

MANDATORY REQUIREMENTS/DELIVERABLES

Proposer: _____

Can meet mandatory requirement/deliverable 1? Yes _____ No _____

Can meet mandatory requirement/deliverable 2? Yes _____ No _____

Can meet mandatory requirement/deliverable 3? Yes _____ No _____

Can meet mandatory requirement/deliverable 4? Yes _____ No _____

ATTACHMENT E**STANDARD TERMS AND CONDITIONS**

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable.
- 2.0 HOW TO AMEND OR WITHDRAW A REQUEST FOR BID, PROPOSAL OR QUOTE:**
- 2.1** After a Request for Bid/Proposal/Quote has been filed with the Calumet County Business Systems and Communication Division, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the County from requesting additional information and/or clarification.
- 2.2** After a Request for Bid/Proposal/Quote has been filed with the Calumet County Business Systems and Communication Division, the responder may withdraw a proposal, in writing, BEFORE THE DUE DATE AND TIME set in the request or after sixty (60) days from the due date and time of the proposal.
- 3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from the original request for proposal, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 4.0 PRICING AND DISCOUNT:** The County qualifies for governmental discounts. Quoted hourly rates shall reflect these discounts.
- 4.1** Quoted hourly rates shown on the cost bid/proposal multiplied by the estimated hours shall establish the extended price.
- 4.2** If the County desires additional services not anticipated at the time of contract execution, the County will request the Firm to provide an estimate of additional hours, which will be multiplied by the quoted hourly rates to establish an addendum to the original agreement for one year from the contract date.
- 5.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.
- 6.0 ACCEPTANCE-REJECTION:** The County reserves the right to reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.
- 7.0 GUARANTEED PERFORMANCE:** Failure of the Firm to adhere to delivery of the mandatory requirements and related project timeframes as specified shall render the Firm liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 8.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Calumet County Corporation Counsel. The Firm shall perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 9.0 FEES.** The Firm may submit invoices monthly for work completed to date and the County will submit payment to the Firm within thirty (30) days. The fees set forth in this agreement are based on the assumption that the work will be completed in the time frame set forth by the Firm and agreed to by the County. If delays occur in providing required deliverables in the timeframe specified, the County may, at its discretion, withhold payments from the Firm until satisfactory progress in the completion of the project is achieved.

- 10.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply.
- 11.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Firm shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The County also reserves the right to cancel this contract with any state or federally debarred contractor or a subcontractor that is presently identified on the list of parties excluded from federal or State procurement and non-procurement contracts.
- 12.0 ASSIGNMENT:** No right or duty in whole or in part of the Firm under this contract may be assigned or delegated without the prior written consent of the County.
- 13.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the County reserves the right to purchase services outside of this contract.
- 14.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Firm further agrees to take affirmative action to ensure equal employment opportunities.
- 15.0 INDEPENDENT CAPACITY:** The parties hereto agree that the Firm, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The Firm agrees to take such steps as may be necessary to ensure that each subcontractor of the Firm will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the County.
- 16.0 INSURANCE RESPONSIBILITY:** The Firm shall secure the insurance specified below. Certificates of all required insurance shall be provided to the County upon execution of this agreement.
- 16.1** Professional liability insurance. The A/E and its consultants, if any, retained under the terms of this Contract shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Contract. The A/E shall not cancel or materially alter this coverage without prior written approval by the County. The A/E shall be responsible for monitoring that any consultants used maintain professional liability insurance during the life of this Agreement.
- 16.2** Workers' compensation insurance. The A/E and its consultants, if any, retained under the terms of this Contract shall maintain Workers' compensation insurance based on the statutory limits required by Wisconsin law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
- 16.3** Commercial general liability insurance. The A/E and its consultants, if any, retained under the terms of this Contract shall maintain commercial general liability insurance providing occurrence from contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the County and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
- 16.4** Automobile liability insurance. The A/E and its consultants, if any, retained under the terms of this Contract shall maintain automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

The proposer will provide the County with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The proposer agrees to hold the County harmless from any liability, including additional premium due because of the Firm's failure to maintain the coverage limits required.

The County's approval or acceptance of certificates of insurance does not constitute the County's assumption of responsibility for the validity of any insurance policies nor does the County represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

- 17.0 CANCELLATION:** The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Firm to comply with terms, conditions, and specifications of this contract.
- 18.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Calumet County tax liability may have their payments offset by the County.
- 19.0 OPEN RECORDS:** Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Firm acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract. The Firm must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 20.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the County.
- 21.0 HOLD HARMLESS:** The Firm will indemnify, pay the cost of defense including attorney's fees, and save harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Firm, or of any of its contractors, in performing work under this agreement.
- 22.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation, which desires to apply for a certificate of authority, should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 23.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ATTACHMENT F

COST PROPOSAL

Proposer: _____

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

Provide a specific, lump sum charge for services for each of the aforementioned phases. In addition, the proposal should include a list of any proposed or anticipated additional services that may be required and additional fees that would be charged. Providing examples of services for existing clients and coordination required between various disciplines not directly under the Firm’s control is essential.

It is understood that once a phase (Pre-Design, Design Development Phase, Construction Phase, and Close-out Phase) has been completed, the County reserves the right to suspend, delay or terminate any, or all, of the proceeding phases of work.

Please note that reimbursable costs will be limited to printing costs associated with external distribution, special postage and handling charges, and renderings, mock-ups, and presentation materials requested by the County. These costs will be allowed at face value excluding any mark-up. All other reimbursable costs are to be included in the lump sum cost.

- 1. A/E Fee for Pre-Design Phase: \$ _____
- 2. A/E Fee for Design Development Phase: \$ _____
- 3. A/E Fee for Construction Phase: \$ _____
- 4. A/E Fee for Close-out Phase: \$ _____
- 5. Total A / E Fee: \$ _____

•Please note any additional services fees which the County should consider (separate page)