

REQUEST FOR PROPOSAL

Sauk County Building Services

Engineering Study - Schematic Design

October 12th, 2017

- I. Point of contact: Ian Crammond
Sauk County Building Services
510 Broadway
Baraboo, Wisconsin 53913
(608) 355-4415

- II. Proposal Due Date: Proposals must be received and date stamped no later than 2:00 p.m., Central Standard Time on Wednesday, November 1st, 2017. Faxes, email or electronic submissions are not acceptable. Proposals or amendments received by Sauk County after that time will not be considered. Public Opening of Proposals will be conducted at the Sauk County Courthouse – EMBS Meeting Room at 2:15 p.m., Wednesday, November 1st, 2017 at 510 Broadway, Baraboo, Wisconsin 53913

- III. **ALL PROPOSALS MUST BE ADDRESSED TO:**

**Sauk County Clerk
Sauk County West Square Building
505 Broadway
Baraboo, Wisconsin 53913**

The words "**ADRC OFFICE REMODEL**" must be marked on the sealed envelope.

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1.0 INTRODUCTION

- 1.1 This document constitutes a request for competitive, sealed Proposals from qualified vendors to complete Architectural & Engineering services for the remodel of Leased office space on the 2nd floor of the Sauk County West Square Administration Building in Baraboo, WI for the Aging and Disability Resource Center. The 1st floor currently used by the Aging and Disability Resource Center will be used by the Lessee as office space.

2.0 ORGANIZATION

- 2.1 This document, referred to as a Request for Proposals (RFP), has been divided into the following parts for the convenience of the contractor:
- Part One - Introduction and General Information
 - Part Two - Scope of Work
 - Part Three - General Requirement - Standard Terms & Conditions
 - Part Four - Evaluation Information
 - Part Five - Pricing & Information

3.0 DEFINITIONS

- 3.1 For the purpose of this RFP the Vendor will be referred to as Vendor and Sauk County will be referred to as County.

4.0 BACKGROUND INFORMATION

- 4.1 Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation pursuant to the authority of Chapter 59 of the Wisconsin Statutes. County operations currently include a skilled nursing facility, a human services department, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other government related functions.

5.0 TENTATIVE SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
Request for Proposal released	October 12, 2017	
Site visit: Meet in Room C128 EMBS MTG room Historic Courthouse	October 19, 2017	1:00 p.m.
Proposals Due	November 1, 2017	2:00 p.m.
Proposals opened	November 1, 2017	2:15 p.m.
Approve Resolution awarding contract to winning Vendor	November 2, 2017	4:30 p.m.
County Board Approval	November 14, 2017	6:00 p.m.

6.0 AMENDMENTS AND QUESTIONS:

- 6.1 Sauk County reserves the right to modify this RFP prior to the Bid due date.
- 6.2 If Amendments are of such a nature as to require substantive changes in the scope of work or bid price, the bid due date may be postponed by such a time that will enable vendor to revise their bids. In such case, the Amendment will include an announcement of the new bid due date.
- 6.3 Interpretations or clarifications in response to questions received prior to the bid due date may be issued by Addenda to all parties recorded as having received this RFP, if considered necessary by the County.
- 6.4 Questions received after October 27, 2017 may not be answered.
- 6.5 Only formal written responses to questions issued by letter or addenda are binding. Oral and other interpretations or clarifications are not binding.

7.0 CONTRACT

- 7.1 Sauk County intends to award a single contract to the lowest most responsive bidder.
- 7.2 Contract type shall be a single fixed-priced (lump sum) contract. Lump sum should include any necessary reimbursables.

8.0 CONTACT INFORMATION

- 8.1 Each vendor obtaining a copy of this Request for Proposal/Bid either in person, via the Sauk County Web Site, or by other means, must submit an email to ian.crammond@saukcountywi.org that contains the contractor name & contact information. This will assure that any Addenda, questions/answers or other information related to this Request for Proposal/Bid is received by all interested bidders. If this information is not submitted five (5) business days prior to the Due Date of this Proposal/Bid, the County retains the right to reject the bid solely for this reason or accept the bid.

PART TWO

SCOPE OF WORK

1.0 OVERVIEW

The existing Sauk County Aging and Disability Resource Center Office was built in 1995 when the West Square Administration building was originally built, and portions of the current Aging and Disability Resource Center area were remodeled in 2013. The state is strongly encouraging all Aging and Disability Resource Center offices be on one floor in the facility they occupy. Sauk County is looking to have a section of the second floor of the West Square Administration building re-designed to accommodate the Aging and Disability Resource Center staff. The area where the Aging and Disability Resource Center currently occupies will also have to be re-designed to accommodate a Lessee currently in the area where the Aging and Disability Resource Center will go.

2.0 PART ONE – SCOPE OF WORK

1. Development of Architectural design and Mechanical re-Design for approximately 3,026 square feet for 20 staff in the Aging and Disability Resource Center and approximately 1576 square feet for Sauk County's Lessee.
2. Appropriate time to meet with the Building Services Facilities Director, the Aging and Disability Resource Center Director, and Sauk County's Lessee to develop preliminary floor plan options, review options and develop final floor plan.
3. Upon completion of the Architectural design the vendor shall develop a total Project budget to complete the necessary remodeling.
4. Provide services necessary to complete all required Construction Documents including all approved State Plans, Engineering Services, Bid Documents, project/construction oversight, project closeout and any other services the vendor anticipates will be needed.
5. Vendor shall provide services to handle all necessary construction/project bidding processing with guidance from County Staff.
6. Vendor shall have at least two (2) representatives involved with this project.
7. Vendor as part of the Request for Proposal shall provide a Contract normally used by the Vendor that is ready for signature however; such contract will still be subject to County review. This Request for Proposal in its entirety will be included as part of the contract.
8. Vendor shall assure that all designs are in accordance with all appropriate building codes.

3.0 SCHEDULE

The work included in this requests for proposal shall be completed no later than February 2nd, 2018. The following is a tentative schedule of key meeting dates at which updates shall be provided, these dates may change based on Committee action.

November 2, 2017 - Committee Meeting – Committee selects a vendor.

November 14, 2017 - County Board Meeting - approves contract with vendor selected by Committee.

December 1, 2017 - Contract prepares and signed by county and delivered to vendor.

February 2, 2018 - Vendor provides final Architectural design.

March 1, 2018 – Construction and bid documents completed. Project bid.

April 3rd, 2018 – Construction Bid Due Date. Review bids certify low bidder.

April 5th, 2018 – Review Bids with Oversight Committee, select contractor.

April 17, 2018 – County Board Approves contractor

May 2018 – Construction starts

4.0 PROPOSAL

Be sure to fully review this Request for Proposal (RFP) in its entirety, there are signatures required. This RFP in its entirety along with all other requested information must be returned as part of bid submittal, failure to do so could be cause to reject the bid.

5.0 PRICING

Bids shall be a lump sum fee, fees for all reimbursable must be included in the lump sum. Sauk County reserves the right to reject any and all bids.

PART THREE
GENERAL REQUIREMENTS

STANDARD TERMS AND CONDITIONS (REQUESTS FOR PROPOSAL)

- 1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. Sauk County shall be the sole judge or equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the contractor's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the contractors shall be held liable.
- 3.0 ACCEPTANCE-REJECTION: Sauk County reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of Sauk County.
 - 3.1 Proposals **MUST** be date stamped by the County Clerk, on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the Administrator.
 - 3.2 Proposals shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope "**PARKS OFFICE**"
- 4.0 TAXES: Sauk County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax on alcoholic beverages which is excepted by State Statutes.
- 5.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 6.0 APPLICABLE LAW: The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work of its conduct. The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin. It is understood that requirements of Wis. Stat. § 59.52(29) do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.
- 7.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of Sauk County.
- 8.0 SUBCONTRACTORS: If subcontractors are planned to be used, this should be clearly explained in the proposal. Sauk County reserves the right to reject any subcontractor. However, the prime contractor will be responsible for contract performance whether or not subcontractors are used.
- 9.0 ARBITRATION/APPEALS PROCESS: Notice of intent to protest and protests of any award made must be made in writing and filed with Sauk County Clerk, Sauk County West Square Building, 505 Broadway, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.
 - 9.1 Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes.
 - 9.2 Sauk County reserves the right to have claims, disputes, or other matters in question decided by litigation. If Sauk County waives its right to litigation, then the arbitration provisions shall apply.

- 10.0 **NONDISCRIMINATION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation 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.
- 10.1 Failure to comply with the conditions of this clause may result in the contractor becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 11.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 12.0 **HOLD HARMLESS:** Contractor agrees to indemnify, hold harmless, and defend Sauk County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the contractor.
- 13.0 **INSURANCE RESPONSIBILITY:** The contractor performing services for Sauk County shall comply with the insurance requirements contained herein.
- 13.1 Provide own insurance, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Contractor is insured under professional liability insurance in an amount not less than minimum amounts reasonably necessary and sufficient within the profession.
- 13.2 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.
- 14.0 **CANCELLATION:** Sauk County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the contractor to comply with the terms, conditions, and specifications of this contract.
- 15.0 **AUDIT:** During the term of the contract, the contractor shall, upon the request of the Sauk County Controller, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.
- 16.0 **INDEPENDENT CONTRACTOR STATUS:** None of the officers, employees, or agents of the contractor are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
- 17.0 **PUBLIC RECORDS ACCESS:** It is the intention of the county to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- 17.1 Proposal/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 17.2 Vendor agrees to assist Sauk County in complying with open records requests.
- 18.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Sauk County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor's responsibility to defend the determination in the event of an appeal or litigation.
- 18.1 Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Sauk County.

18.2 Any material submitted by the proposer in response to this request that the proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified. Proposal prices cannot be held confidential.

19.0 DISCLOSURE: If a public official (s. 19.42, Wis. Stats.), a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000.00) within a twelve (12) month period, this contract is voidable by the county unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract.

20.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

21.0 TERMINATION FOR CONVENIENCE: Sauk County reserves the right to terminate this contract for convenience upon 60 days notice.

22.0 TERMINATION FOR DEFAULT: Sauk County reserves the right to terminate the contract for default if, after twenty days written notice to cure default, contractor fails to satisfactorily cure the default.

The Vendor has examined and carefully prepared the Proposal from the plans and specifications and has checked the same in detail before submitting the Proposal to Sauk County, including the Standard Terms and Conditions. The Vendor has had the opportunity to view the installation site and has obtained all necessary information to properly complete this Proposal:

(Company Name/Firm)

(Witness)

(Company Representative)

(County Representative)

(Signature)

(Signature)

(STATE OF WISCONSIN)

)ss.

SAUK COUNTY)

Personally came before me this _____ day of _____, 2015, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed or Printed Name of Notary Public My Commission (expires) (is) _____

PART FOUR - EVALUATION INFORMATION

1.0 EVALUATION PROCESS

- 1.1 The award of a contract resulting from this Request for Bid shall be based on the lowest cost bid by the most responsive contractor.
- 1.2 Completeness of bid. All requested information is included as noted.
- 1.3 Contractor shall provide, as a separate attachment to this proposal, at least three (3) references where similar work has been completed.
- 1.4 In the event that only one bid is received in response to this Request for Bid, Sauk County reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole contractors bid. In addition, as part of such negotiations, Sauk County reserves the right to require supporting cost, pricing and other data from the vendor in order to determine the reasonableness and acceptability of the bid.
- 1.6 Sauk County reserves the right to reject any and all bids.
- 1.7 This Request for Bid will be incorporated as part of the final contract, tTherefore, at a minimum, all signature pages must be returned as part of the bid submitted. The County retains the right to reject or accept the bid solely for this reason.

PART FIVE
PRICING & INFORMATION

PRICING	PRICE
Lump Sum Fee for Engineering Study - Schematic Design	\$

Sauk County Provided Materials

Any materials and/or services that Sauk County will need to provide to the vendor to complete this project must be listed below.

The vendor hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of Sauk County, a binding contract, as defined herein, shall exist between the vendor and Sauk County.

VENDOR

AUTHORIZED SIGNATURE

Date

PRINTED NAME

Title

Ian Crammond, Facilities Director

Date