

Request for Proposals (RFP)

For

Architect/Engineering Firm

For

Central Library Final Design

Project # 1600



Response Deadline

August 13, 2012

3:00 p.m. Local Time

To:

Brown County Purchasing Department

PROJECT # 1600 – CENTRAL LIBRARY FINAL DESIGN

1. BACKGROUND

The Brown County Library (BCL) is a consolidated library system serving 249,000 residents of Brown County and is composed of a 90,000 square foot Central Library in downtown Green Bay, eight branches and a bookmobile. The Brown County Library System has 1.4 million visits every year with 2.5 million items checked out annually. A significant portion of check-outs are to teenagers and children. People come to the library to use technology. Many Brown County residents do not have internet access at home and they come to the library to do research and to apply for jobs online. Librarians offer training in computer skills which is critical to the workforce today. People also come to the library to attend programs such as lectures, debates, and public hearings.

Libraries in the 21st century are more than printed books. One can check out audio books, movies and music. Literacy is one of the strongest predictors of success in school and in the workforce. Children's programming at all of the BCL system libraries helps to promote literacy, intellectual development, and social development as well as building communities. Summer reading programs helps kids retain their literacy skills between June and September and keeps them out of trouble. Kids come to the library after school to work on their homework. Adults and senior citizens come to the library to use the computers to apply for jobs online and search for information.

Central Library

The Central Library was opened in 1972 when the population of Brown County was 158,000. Today Brown County has 249,000 residents, an increase of 57%. The Library Board needed to determine whether Central Library had sufficient space to address the needs of a 21st century library for this size community, and whether the infrastructure was adequate. The Space Needs Analysis (2008) showed that the current structure was slightly undersized for an urban community of a quarter million residents; it was poorly laid out for the changing landscape of 21st century library services; and, did not meet ADA requirements. The Facility Audit and Energy Studies (2009) revealed the library structure was sound but the HVAC system, electrical system, plumbing and elevators were well past their effective life, and the windows and roof leaked water and energy. These audits also showed that the Central Library does not comply with the American with Disabilities Act with respect to elevators, bathrooms and access to public meeting space, creating significant barriers for persons using wheelchairs and walkers, and other disabilities. There are so many problems with the building that the only sensible approach is to tie all the projects together rather than do them piecemeal.

The 2010 Pre-Design and Cost Analysis provided cost estimates for replacing electrical systems, HVAC/air handling systems, windows, elevators, and other systems. The repair includes fixes for ADA compliance, asbestos remediation, and safety problems, such as sprinklers. The Pre-Design document emphasizes using energy efficient systems to reduce utility costs, saving thousands of dollars annually in operating expenditures. The Pre-Design includes a reliable technology infrastructure, flexible floor plans and revenue opportunities to help offset library operations. The Pre-Design Cost Analysis put a price tag of \$23.4 million for repair and renovation.

Note: All studies referenced above are available on the BCL website, through a link on the home page, www.browncountylibrary.org

2. TENTATIVE PROJECT TIMELINE

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

RFP Posted	July 20, 2012
RFP Pre-Proposal Site Visit	July 26, 2012 at 10:00am
RFP Questions Due	July 31, 2012 by 1:00pm
RFP Questions Answered	August 3, 2012 by 4:00pm
RFP Responses Due	August 13, 2012 by 3:00pm
Complete Review of Proposals	August 22, 2012
Complete Interviews if Required	August 29, 2012
Send out Intent to Award Contract	August 30, 2012
Complete Contract Signing	September 14, 2012

3. PRE-PROPOSAL SITE VISIT

A **mandatory** site visit is scheduled for 10:00 a.m. local time on Thursday, July 26, 2012. Interested vendors are to meet at the main entrance to the Central Library, 515 Pine St., Green Bay, WI 54301. Lynn Stainbrook will conduct the site visit and can be contacted at (920) 448-5810 if you have questions.

4. RFP DUE DATE AND DELIVERY ADDRESS DETAILS

One (1) original printed plus CD and five (5) exact printed copies of the original proposal without fee information and a separate envelope with fee information (no CDs) are due on **Monday, August 13, 2012 by 3:00 p.m. local time** to the Brown County Purchasing Department. Submit all required information in a sealed envelope clearly marked on the outside in the lower left hand corner as "Project #1600, Central Library Final Design". Proposals must be stamped in by the due date and time per the atomic clock in the Purchasing Department. Proposals not stamped by the above due date and time will be rejected. Those wishing to submit proposals are encouraged to verify the time on the atomic clock as this is the official time used for accepting all Proposals. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. The official time clock is the only time that will be used.

Delivery Address for Hand Delivery, UPS, DHL, Fed X, etc.:

Brown County Purchasing Department
Project 1600
5th floor of the Northern Building
305 E. Walnut St.
Green Bay, WI 54301

Delivery Address for USPS:

Brown County Purchasing Department
Project 1600
PO Box 23600
Green Bay, WI 54305-3600

Withdrawal or Modification of Proposal: A vendor may withdraw or modify its proposal prior to the due date. Any changes or withdrawals must be made prior to the proposal deadline and

requested in writing. Thereafter, a proposal may not be withdrawn or modified during the proposal holding period.

5. RFP QUESTIONS

- A. **All questions** related to this RFP **must be in writing** and received by the Brown County Purchasing Department no later than **1:00 p.m. local time, Tuesday, July 31, 2012** via e-mail to bc_administration_purchasing@co.brown.wi.us. Clearly mark the e-mail: "Questions for Project #1600".

Mailed, phone call and faxed questions will not be accepted.

- B. Answers to all written questions will be re-issued in the form of an addendum and entered on the Brown County Web site (<http://www.co.brown.wi.us/administration/Purchasing/Bids/RFP>) on **Friday, August 3, 2012 no later than 4:00 p.m. local time**. It is the responsibility of all interested vendors to access the web site for this information. Calls for assistance with the web site can be made to (920) 448-4040.

6. SELECTION CRITERIA

The Proposals will be rated according to the following criteria:

1. Project Understanding: Firms will be evaluated based on their response to requirements in Attachment A.
2. Experience in the Design and Engineering of Renovation of Public Access Facilities of at least 50,000 SF with Emphasis on Multi-floor Projects: Individuals assigned to project will also be evaluated based on their knowledge and experience in the design and integration of public library furniture, stacks, service points, collection layout, materials handling systems, OPAC, book drop, self-checks, RFID, and other library specific equipment, systems and work flow.
3. Credentials, Qualifications and Experience of Staff: Proposals will be evaluated based on staff that will be assigned to project.
4. Completion of Projects of Similar Scope and Size: Proposals will be evaluated on the firm's completion of projects similar in scope and size as outlined in this RFP.
5. LEED Design Experience: Proposals will be evaluated on the firms' LEED design experience.
6. References:
7. Fee: Proposals will be evaluated based on cost of services to complete the project as identified in this RFP.

The proposals will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements will result in the proposal being eliminated from consideration. Accepted proposals will be reviewed by a Selection Team and scored against the stated criteria. This scoring will determine the ranking of organizations based upon their written proposals. If the team determines that it is in the best interests of the County to require oral presentations, it will invite the highest ranking vendors to make such presentations. The final ranking will be

based upon the total scores including the oral presentations.

Proposals will be evaluated based on a weighted percentage of the final consensus scores for each criteria as indicated in below chart.

Rejection of proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

Scoring Criteria	Percentage
1. Project Understanding	20
2. Experience in Design and Engineering of Renovation of Public Access Facilities of at least 50,000 SF with Emphasis on Multi-floor Projects. (Public Library experience is desired and will be a plus in evaluation of proposals)	25
3. Credentials, Qualifications & Experience of Staff	10
4. Completion of Projects of Similar Scope & Size	10
5. LEED Design Experience	10
6. References	5
7. Fee	20
Total	100

7. PROPOSAL FORMAT

All quotations must be typewritten on standard 8 ½” x 11” paper (larger paper is permissible for charts, spreadsheets, etc.) separating each section.

Proposals should be prepared in a simple, cost effective format providing a straightforward, concise description of the vendor’s capabilities to satisfy the requirements of the RFP. The use of elaborate materials and the inclusion of additional information that has no direct bearing on the project are not desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

8. RFP SUBMISSION REQUIREMENTS

Brown County is seeking professional services to provide design and consulting services for the Central Library Renovation Project.

The basis of the design for the proposal is defined by previously completed studies for the Brown County Library Board, including: Space Needs Analysis (2008) Existing Facility Condition Assessment (2009) Energy Study (2009) and the Renovation Pre-Design/ Cost Estimate (2010/11) (all documents are available at www.browncountylibrary.org)

The selected contractor will deliver the detailed design of the proposed renovated Central Library with a focus on reducing the Pre-Design cost estimate of \$23.4 million to a range of \$17 million, plus or minus \$1 million, while retaining the required elements, and as many desired elements as possible through a process that involves the appropriate stakeholders. The design process must include input from the Library Board, Library, County Public Works Facility

Management, County Supervisors, and the community. The design must retain the most critical elements of the Pre-Design that will result in a fully functional, safe, energy efficient and technologically proficient 21st century library for Brown County residents, incorporating the current and future needs for several decades to come.

Desired consulting services include: architectural design services; engineering services for civil, structural, HVAC, plumbing, and electrical design; specialized library design services; project management; design management; program planning; schematic development and design; estimate of project costs; LEED project administrative services to certify facility with goal of LEED Gold; construction documents; submission of required documentation to State and local authorities; preparation of bid documents to support Brown County bid process; participation in bid process with Brown County, including evaluation of bids; oversight of construction phase to meet the functionality, budget and schedule constraints of the project.

The evaluation and selection of a vendor and the contract will be based on the information submitted in the vendor's proposal per requirements of Attachment A, plus references and any required on-site visits, or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

Brown County is not liable for any cost incurred by proposers in replying to this RFP including costs associated with traveling for on-site visit, oral presentations or interviews.

9. COST PROPOSAL (See Attachment B)

Provide a complete cost proposal as additional travel and related expenses will not be accepted and need to be built into the upfront costs of your proposal. Cost information **MUST** be submitted using the provided Cost Sheet at Attachment B. Any supporting information shall be submitted as attachments to the Cost Sheet. Pricing is to remain firm for one hundred twenty (120) days from date of proposal due date.

10. REFERENCES (See Attachment C)

Each prospective vendor shall submit a minimum of three (3) references.

11. FINANCIAL VERIFICATION

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (ie; Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject quotes based on information obtained through these background checks if it's deemed to be in the best interest of the County.

12. OTHER

All work shall conform to all applicable industry, federal, State and local laws, codes, ordinances, and standards.

All vendors must indicate in their proposals if they intend to apply for any rebate incentives from Focus on Energy related to this project.

Rejection of Proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals. No vendor will be provided with financial and/or competitive vendor information on this proposal until after the award of contract has been made. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

This contract shall be subject to the laws of the state of Wisconsin. 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), Stats., sexual orientation as defined in s.111.32(13m), WI Stats, or national origin.

Brown County is an Equal Opportunity Employer.

By responding to this proposal, prospective vendors acknowledge and accept the attachments, including the insurance requirements and professional services contract.

13. PROPRIETARY INFORMATION (See Attachment F)

All restrictions on the use of data contained within a proposal and all confidential information must be clearly identified in the proposal and identified on the attached Designation of Confidential and Proprietary Information form. Proprietary information submitted in a proposal will be handled in accordance with applicable Wisconsin State Statutes.

14. STANDARD CONTRACT (See Attachment G)

Vendors submitting proposals must review the Standard Contract for Professional Services document. Sections that may be of concern must be identified and an explanation for the objection must be provided with proposal submission. If no objections are raised it shall be expected that the vendor agrees to the terms and conditions as stated.

15. ATTACHMENTS

- A. Specifications/Requirements
- B. Proposal Cost Sheet
- C. Reference Data Sheet
- D. Addendum Sheet
- E. Insurance Requirements
- F. Designation of Confidential and Proprietary Information
- G. Standard Contract for Professional Services

Attachment A

(Potential vendors are required to meet the following specification/requirements in order to be awarded a contract.)

Specifications / Requirements

Brown County Project #1600

GENERAL:

The following requirements are mandatory and the proposer must satisfy them. In the event that no vendors meet one or more of the mandatory requirements, Brown County reserves the right to continue the evaluation of the proposals and to select the proposal that most closely meets the requirements specified in this RFP.

Experience

The proposer must have experience in renovation of multi-floor public access facilities of at least 50,000 SF (Public Library Experience will be a Plus).

Financial Stability

The proposer must be financially stable as determined by Brown County. The information below comprising the financial capacity report will be used to determine the financial stability and capability of the prospective vendor.

- Sources of financing
- Bank references and names of auditing firm
- Last two annual reports and quarterly reports since last annual report
- Identification for parent corporation and any subsidiaries

Commitment to local economic development

The proposer must be willing to commit to using regional businesses for subcontracting when comparable pricing and expertise is available.

COMPANY OVERVIEW:

Characteristics

Identify and describe the following characteristics of proposer's firm:

- Legal form of business organization
- State of incorporation including all parent and subsidiaries relationships
- Company history
- Type of business or markets the organization is focused on
- Company portfolio
- Number of employees and expertise portfolio
- Organization chart of the firm

Experience

Explain the proposer's experience with library renovation projects. Include name and location of library, size of library, scope of project, budget for project and final cost. Also include comparable non-library renovation projects.

Subcontractors

Explain if proposer's service providers are employees of the firm or are hired as subcontractors. Brown County will hold the contractor responsible for the subcontractor's performance and work quality should any subcontractors be used on this contract.

Other Information

Provide any other significant information about the firm that is relevant to demonstrating its experience and why the firm is qualified to meet Brown County's needs relative to other competition in the marketplace.

References

Submit no fewer than three (3) references. Each reference is to include a contact person capable of answering technical questions and providing other relevant information. Reference may be contacted to confirm the Proposer's abilities and qualifications as stated in Proposer's response. Please be certain to provide **current** contact information for your references.

Clients

Include a list of clients that have contracted with the firm for services similar in scope to the Brown County project in the last three (3) years. Denote the current customers and those who are no longer customers.

TECHNICAL REQUIREMENTS:

Proposer is to answer in narrative form. Please restate the question and provide the answer in the order listed.

1. Project Approach

Describe your approach to deliver the detailed design of the proposed renovated Central Library with a focus on reducing the Pre-Design cost estimate of \$23.4 million to a range of \$17 million, plus or minus \$1 million, while retaining the required elements, as many desired elements as possible and involving the appropriate stakeholders.

2. Architectural Design Services

Describe the architectural design expertise and services you would provide to accomplish the goals of the project as defined in Section 8.

3. Engineering Services

Describe the engineering expertise and services you would provide for civil, structural, HVAC, plumbing, and electrical design to accomplish the goals of the project as defined in Section 8.

4. Specialized Library Design Services

Describe the specialized library design expertise and services you would provide to accomplish the goals of the project as defined in Section 8.

5. Project Management Services

Describe the project management expertise and services you would provide to accomplish the goals of the project as defined in Section 8.

6. Design Management Services

Describe the design management expertise and services you would provide to accomplish the goals of the project as defined in Section 8.

7. Program Planning Services

Describe the program planning expertise and services you would provide to accomplish the goals of the project as defined in Section 8.

8. Schematic Development and Design Services

Describe the schematic development and design expertise and services you would provide to accomplish the goals of the project as defined in Section 8.

9. LEED Project Administrative Services

Describe the LEED Project Administrative expertise and services you would provide to certify the library facility with the goal of LEED Gold, and also position Brown County to seek grant funding for certain parts of the project.

10. Detailed Design/Construction Documentation Services

Describe the expertise and services you would provide to prepare detailed design documents including drawings and specifications that describe the project as to architectural, civil, structural, utility, mechanical and electrical systems and materials, that would position Brown County for the construction phase, and assist Brown County in seeking grant funding for certain parts of the project.

11. Cost Estimation Services

Describe the cost estimation expertise and services you would provide to accomplish the goals of the project as defined in Section 8.

12. Bidding and Procurement Services

Describe the expertise and services you would provide to prepare required documents to State and local authorities and bid package documents to assist Brown County identify qualified vendors for the construction phase. Describe oversight of construction phase to meet the functionality, budget and schedule constraints of the project.

13. Construction Services

Describe the expertise and services you would provide for oversight of the construction phase to meet the functionality, budget and schedule constraints of the project.

14. Communication

Describe your method for maintaining appropriate communication channels with the owners and stakeholders of the Central Library Renovation Project.

DELIVERABLES:

Completed construction documents for public bidding.

1. Editable auto cad documents provided to Brown County as well as pdf documents.

Attachment B

(Use of this form is required when submitting proposal)

Proposal Cost Sheet

Brown County Project #1600

Not to Exceed Cost: \$ _____

(All reimbursable and travel expenses must be included in cost)

Desired Project Payment Schedule: _____

Vendor Information:

Company Name: _____

Contact/Project Manager: _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Date: _____

Comments:

Attachment C

(Use of this form is required; please fill out and return with submitted proposal)

Reference Data Sheet

Brown County Project #1600

Provide a list of at least three (3) and not greater than five (5) clients' that you provided similar services.

You must verify that contact person listed is accurate and still employed with the company.

Agency: _____

Address: _____

Telephone: _____

Contact Person: _____

Email address: _____

Agency: _____

Address: _____

Telephone: _____

Contact Person: _____

Email address: _____

Agency: _____

Address: _____

Telephone: _____

Contact Person: _____

Email address: _____

Agency: _____

Address: _____

Telephone: _____

Contact Person: _____

Email address: _____

Agency: _____

Address: _____

Telephone: _____

Contact Person: _____

Email address: _____

Attachment D

(If Addendums exist for this project, please sign and date and send with your proposal)

**Addendum Acknowledgement
Receipt Schedule**

Brown County Project #1600

The undersigned acknowledges receipt of the following addendum:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name _____
Signature

Date _____

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, posted on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

(5) **Professional Liability.**

\$3,000,000 per occurrence
\$5,000,000 aggregate

Additional Insured

The Outside Contractor agrees that all liability coverage's policies other than professional liability shall name Brown County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

Waiver of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

Cancellation Notice

Brown County will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County
Department of Administration
P.O. Box 23600
305 E. Walnut Street

Questions

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you is unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

**** Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days' notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract. ****

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Attachment F

(Use of this form is required when submitting proposal)

Designation of Confidential and Proprietary Information

Brown County Project # 1600

The attached material submitted in response to project #1600 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.

Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

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 formula, patten, 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 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 BROWN 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 may 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/proprietary 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: _____

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Attachment G

(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded contractor. There is no need to sign or mail it back at this time.)

Brown County Project #1600



Brown County Standard Professional Services Contract

Service Description: **Architect/Engineering Firm for Central Library Final Design**

Time of Performance:

Total Amount of Contract: **Maximum Compensation Not to Exceed: \$**

The parties to this CONTRACT are (hereinafter referred to as the "PROVIDER"), and Brown County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Performance, schedules and invoices will be approved by: Lynn Stainbrook

Work shall commence in accordance with the terms and conditions of this Contract after the PROVIDER has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from the COUNTY an original of the Contract that is complete and fully executed.

In reliance on the PROVIDER'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the COUNTY agrees to engage the PROVIDER as an independent contractor and not as an employee of the COUNTY to perform those services, all in accordance with the terms and conditions of this Contract.

- 1. REQUIREMENTS:** The PROVIDER is required to
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.

- 2. SCOPE OF SERVICES:** Reference RFP 1600 for project details and attachments.

PROVIDER agrees to fulfill all obligations described in Brown County's RFP for Project 1600 and addenda #.

The purchase order amount includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted.

3. SPECIFIC CONDITIONS OF PAYMENT: Payment to be made after completion and acceptance of the project by Brown County. Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following Schedule, but only if completion is satisfactory:

Payment Schedule

Net 30 days from receipt of a properly completed invoice

4. REPORTS:

- A. The PROVIDER agrees to timely submit reports as may be required by the COUNTY.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the PROVIDER. All of the documents and materials prepared or assembled by the PROVIDER under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the PROVIDER. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

5. TIME OF PERFORMANCE: The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified, the PROVIDER shall continue to be obligated thereafter to fulfill PROVIDER'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.

6. CONDITIONS OF PERFORMANCE AND COMPENSATION:

- A. **Performance** - The PROVIDER agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services
- B. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the PROVIDER agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed

the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3., Specific Conditions of Payment. Section 66.0135, Wisconsin Statutes will apply to any late payments by the COUNTY, except as provided by Section 22.

- C. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the PROVIDER receiving payment under this Contract shall be the sole responsibility of the PROVIDER.
- D. **Subcontracting** - The PROVIDER shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The PROVIDER shall be as fully responsible to the COUNTY for the acts and omissions of his subcontractors and or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

7. DISPUTES: In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Brown County Risk Manager or his/her designee prevails.

8. INDEMNIFICATION AND DEFENSE OF SUITS: The PROVIDER agrees to indemnify, hold harmless, and defend the COUNTY, 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 PROVIDER, its employees, agents or subcontractors.

9. REGULATIONS: PROVIDER agrees to comply with all of the requirements of all federal, state and local laws related thereto.

10. SAFETY REQUIREMENTS: All material, equipment and supplies provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

11. VENUE AND APPLICABLE LAW: Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and PROVIDER shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

12. TERMINATION OF CONTRACT FOR CAUSE: If through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the PROVIDER violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice to the PROVIDER of such termination delivered pursuant to Section 24. The written notice shall be provided to the PROVIDER at least thirty (30) days before the effective date of such termination. COUNTY may allow the PROVIDER a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. COUNTY shall not unreasonably withhold such permission.

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

PROVIDER under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

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

13. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the PROVIDER, including any increase or decrease in the amount of the PROVIDER'S compensation, shall be in writing and designated as written amendments to the Contract.

14. 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 act by such party.

15. PERSONNEL:

- A. The PROVIDER represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the PROVIDER or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

16. ASSIGNMENT: The PROVIDER shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the PROVIDER from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

17. RECORDS:

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the PROVIDER with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized.
- B. **Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

18. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, PROVIDER shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property,

financial transactions, method of operation, or any and all other records, reports or information in PROVIDER'S custody or control pertinent to this Contract.

PROVIDER shall provide the COUNTY inspectors or auditors access to all property, equipment and facilities in PROVIDER'S custody or control related to the services provided or purchased under this Contract. PROVIDER shall be expected to provide, at PROVIDER'S expense, reasonable time by PROVIDER'S personnel as may be required for the COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

19. NON-DISCLOSURE:

- A. **Acknowledgment of Confidential Relationship** - PROVIDER hereby acknowledges and agrees that any Confidential Information disclosed to it by Brown County is for the limited purpose of providing services and PROVIDER will maintain the Confidential Information in confidence, and a confidential relationship will arise between PROVIDER and Brown County by reason of such submission and/or disclosure.
- B. **Use and Disclosure of Confidential Information.** PROVIDER agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by Brown County hereunder. PROVIDER further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without Brown County's prior written approval, which Brown County may withhold in its sole discretion. In no event shall either party use Confidential Information in a way, which violates state or federal laws.

PROVIDER shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.

- C. **Title remains with Brown County.** All innovations, inventions, devices, processes and/or formulas developed by PROVIDER for Brown County shall be deemed to be the sole property of Brown County. PROVIDER agrees to disclose in writing to Brown County any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by PROVIDER on behalf of Brown County which constitute innovations or inventions developed by PROVIDER either solely or jointly in connection with work performed by PROVIDER at the request of any under assignment by Brown County. PROVIDER also agrees to assign to Brown County any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.
- D. **Indemnification by PROVIDER.** PROVIDER agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify Brown County and hold Brown County harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, PROVIDER acknowledges that in the event of a breach or threatened breach of this

Agreement, irreparable damage will immediately occur to Brown County and PROVIDER will indemnify Brown County from all losses, liabilities and expenses incurred by Brown County as a result thereof.

20. CONFLICT OF INTEREST:

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of PROVIDER and Employees** - If PROVIDER is aware or becomes aware that any person described in Sections 20, A. and B. has any personal financial interest, direct or indirect, in this Contract; PROVIDER shall immediately disclose such knowledge to the COUNTY. The PROVIDER further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The PROVIDER further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

21. DISCRIMINATION PROHIBITED:

- A. PROVIDER shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. PROVIDER may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The PROVIDER will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. INSURANCE:

- A. The PROVIDER shall be solely responsible to meet PROVIDER'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY. Such insurance should be primary. PROVIDER shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name Brown County, its boards, commissions, agencies, officers, employees and representatives as additional insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.

- C. The PROVIDER shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the COUNTY'S discretion.

23. FORCE MAJEURE:

- A. If the performance of any part of this Contract by PROVIDER is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, PROVIDER shall immediately give notice to the COUNTY of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the COUNTY may, by giving written notice, terminate this Contract.
- B. If the ability of the COUNTY to compensate the PROVIDER is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice to the PROVIDER of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by COUNTY due to circumstances under this paragraph.

24. OTHER PROVISIONS:

- A. **Publicity Releases** - PROVIDER agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by Brown County.
- B. **Independent Contractor** - PROVIDER agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.
- C. **Appropriation of Funds** – This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or terminated, the County may terminate this contract by providing thirty (30) days written notice to PROVIDER.

25. NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the PROVIDER at:

And to the COUNTY at:
Brown County Purchasing
305 E. Walnut Street, 5TH Floor
PO Box 23600
Green Bay, WI 54305-3600

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

<p>BROWN COUNTY PURCHASING Dale C. DeNamur, Buyer</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>CONTRACTOR (To be signed by the person authorized to legally bind your firm to this Contract.)</p> <p>Firm: _____</p> <p>Address: _____</p> <p>City/State: _____</p> <p>Zip Code: _____</p> <p>Printed Name: _____</p> <p>Signed Name: _____ (Required)</p> <p>Title: _____</p> <p>Date: _____</p>
<p>BROWN COUNTY LIBRARY Lynn Stainbrook, Director</p> <p>Signature: _____</p> <p>Date: _____</p>	
<p>BROWN COUNTY EXECUTIVE Troy Streckenbach, County Executive</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Distribution: Original – Purchasing Copy 1 – PROVIDER(s) Copy 2 – Responsible Department(s)</p>