

## Request for Proposal (RFP)

For  
Brown County

A/E Services for Upper Bay Shore Entrance  
Re-Development  
Project #2780



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***Publish Date:*** January 6, 2026

***Response*** January 30, 2026 3:00 PM Central  
***Deadline:***

**To:**

**Brown County Purchasing Department**

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## ***Table of Contents***

<b>A/E Services for Upper Bay Shore Entrance.....</b>	<b>1</b>
<b>Re-Development Project #2780.....</b>	<b>1</b>
<b>RFP PROJECT DETAILS.....</b>	<b>3</b>
1. General.....	3
2. Contract Term.....	3
3. RFP Tentative Project Timeline.....	3
4. RFP Mandatory Site Visit: January 14, 2026, at 10:00AM.....	3
5. RFP Questions Due January 21, 2026, by 1:00 PM.....	3
6. RFP Questions & Answers Publish Date: January 23, 2026, by 1:00pm.....	4
7. RFP Due Date & Delivery Address Details:.....	4
8. RFP Format & Submission Requirement.....	5
9. Performance or Applicable Payment Bonds.....	5
10. RFP Method of Payment.....	5
11. Financial Verification.....	5
12. “Piggyback” Clause.....	5
13. Other.....	6
14. RFP Attachments.....	6
<b><i>ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS &amp; REQUIREMENTS.....</i></b>	<b><i>7</i></b>
<b><i>ATTACHMENT B: RFP SCORING.....</i></b>	<b><i>24</i></b>
<b><i>ATTACHMENT C: RFP COST SHEET.....</i></b>	<b><i>25</i></b>
<b><i>ATTACHMENT D: RFP REFERENCE DATA SHEET.....</i></b>	<b><i>28</i></b>
<b><i>ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL &amp; PROPRIETARY INFORMATION.....</i></b>	<b><i>29</i></b>
<b><i>ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT.....</i></b>	<b><i>30</i></b>
<b><i>ATTACHMENT G: RFP APPEALS.....</i></b>	<b><i>31</i></b>
<b><i>ATTACHMENT H: CONTRACT INSURANCE REQUIREMENTS.....</i></b>	<b><i>32</i></b>
<b><i>ATTACHMENT I: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE.....</i></b>	<b><i>34</i></b>
<b><i>SIGNATURE PAGE.....</i></b>	<b><i>44</i></b>

## RFP PROJECT DETAILS

### 1. General

It is the intent of Brown County to contract with a contractor/vendor, hereafter referred to as the "Contractor" for architect/engineering services. All contractors are responsible for any addendums issued for this project.

### 2. Contract Term

For the duration of this project is architectural programming through construction administration, project close-out and the project warranty period.

For the duration of this project is architectural programming through construction administration, project close-out and the project warranty period.

### 3. RFP 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 project will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate

	Date	Time (CST)
Ed & Rec Committee Pre-Approval to Publish	December 3, 2025	
County Board Final Approval to Publish	December 17, 2025	
RFP Published	January 6, 2026	
<b>RFP Mandatory Site Visit</b>	January 14, 2026	10:00am
<b>RFP Questions Due</b>	January 20, 2026	1:00pm
RFP Questions & Answers Published	January 23, 2026	1:00pm
<b>RFP Responses Due from Vendors</b>	January 30, 2026	3:00pm
Preliminary RFP review to address potential budget issues	February 2, 2026	
Selection Team Kickoff Meeting	February 3, 2026	
Preliminary Scoring from Proposal Review	February 12, 2026	
Reference Checks/Interviews if Required by	TBD	
Consensus Scoring Meeting & Selection	February 17, 2026	
Send out Thank you & Intent to Award Letters by	February 20, 2026	
Contract Negotiations / Complete Contract Signing by	March 6, 2026	

### 4. RFP Mandatory Site Visit: January 14, 2026, at 10:00AM

RFP Site visits are based on the date & time listed in the Tentative Project Time Line above	
Potential Vendors meet:	5637 Sturgeon Bay Rd, New Franken, WI 54229
Site Visit conducted by:	Matt Kriese and Marco Braschi
Site Visit contact phone number for questions:	(920) 613-6197 / (708)769-8815

### 5. RFP Questions Due January 21, 2026, by 1:00 PM

**Questions**-All questions related to this project must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: [bcpurchasing@browncountywi.gov](mailto:bcpurchasing@browncountywi.gov)
- Questions MUST be clearly marked in the subject line: "Questions for Project #2780"

## 6. **RFP Questions & Answers Publish Date: January 23, 2026, by 1:00pm**

**Answers** - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: [www.browncountywi.gov](http://www.browncountywi.gov) > Departments > Purchasing > Open Projects
- AND on the DemandStar website at: [www.demandstar.co](http://www.demandstar.co)

It is the responsibility of all interested vendors to access the website(s) for project information. Calls for assistance with the website can be made to (920) 448-4040.

## 7. **RFP Due Date & Delivery Address Details:**

Responses are due to Brown County Purchasing no later than the Due Date. Prospective vendors can submit proposals via email, hand deliver or by mail via DHL, FedEx, UPS, USPS, etc. as outlined below:

### ***Emailed proposal must include the following items:***

- Be clearly marked in the subject line with perspective project #2780
- Include 2 separate electronic files:
  - One file named proposal to include proposal excluding any pricing details.
  - The other file named 'pricing' to include the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:
  - [bcpurchasing@browncountywi.gov](mailto:bcpurchasing@browncountywi.gov)
  - A courtesy email response will be generated after due date for receipt of all proposals.

### ***Hand delivered or mailed proposal must include the following items:***

- Be clearly marked with project #2780 on the outside of the sealed envelope or box in the lower left hand corner.
- Along with the proposal include one flash drive (no CD's) containing the 2 files as follows:
  - One file named proposal to include proposal excluding pricing details.
  - The other file named 'pricing' and includes the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:

**Delivery Address for DHL, FedEx, Hand  
Delivery, UPS, etc.**

**Brown County Clerk  
Project 2780  
305 E. Walnut St. Room 120  
Green Bay, WI 54301**

**Delivery Address for Mail, USPS**

**Brown County Purchasing Department  
Project 2780  
305 E. Walnut St. 5<sup>th</sup> Floor  
Green Bay, WI 54301**

**Note:** It shall be the responsibility of the sender to ensure proposals arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. Please make sure the outside package is clearly labeled with the project number and description of the project when mailing proposals via a 3<sup>rd</sup> party delivery service. This ensures the proposal can be applied to the appropriate project.

## **8. RFP Format & Submission Requirement**

Any deviation from these requirements may result in the document submission to be considered non-responsive, thus eliminating the vendor from consideration. The document submission shall include the following attachments:

- **RFP SCOPE OF WORK & SPECIFICATIONS (Attachment A)** - Provide specific procedures and explanations to each requirement in your document submission.
- **RFP COST SHEET (Attachment C)** - Provide attachment listing your price with your document submission in a separate sealed envelope or separate file if submitted via email.
- **RFP REFERENCE DATA SHEET (Attachment D)** – Provide attachment with three (3) to five (5) references with your document submission.
- **RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION (Attachment E)** – Provide attachment if any of part of your 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. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.
- **RFP ADDENDUM(S) ACKNOWLEDGEMENT (Attachment F)** - If Addendum(s) exist for this project, please sign and date the attachment and provide with your document submission.

## **9. Performance or Applicable Payment Bonds**

**Bonds are not required for this project.**

## **10. RFP Method of Payment**

Monthly progress invoicing is acceptable.

Prior to first formal billing please submit a draft of your proposed invoice format for review and approval by Brown County and OR.

**Payment Terms:** Payments may apply as noted in Wisconsin Statute 66.0135. If milestone payments are appropriate they will be defined in the contract. Vendors are strongly encouraged to accept P-Card payments.

## **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 (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it’s deemed to be in the best interest of the County.

## **12. “Piggyback” Clause**

Common purchasing practices in government include cooperative or “piggyback” purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to

other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

### **13. Other**

1. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. **Laws:** All services shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
3. **License:** Vendors performing work are required to have the necessary professional licenses for the state for which the work is to be done. All applicable licenses must be current on the day of Contract execution and throughout the length of the project.
4. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
5. **Rejection of Document Submission:** Brown County reserves the right to accept or reject any or all submissions and to waive any informality in the document.
6. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.

### **14. RFP Attachments**

- A. **RFP Scope of Work, Specifications / Drawings:** Vendor must adhere to the scope of work described for this project.
- B. **RFP Scoring**
- C. **RFP Cost Sheet**
- D. **RFP Reference Data Sheet**
- E. **RFP Designation of Confidential & Proprietary Information**
- F. **RFP Addendum(s) Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Vendor and the County.
- G. **RFP Appeals**
- H. **Contract Insurance Requirements**
- I. **Professional Contract for Service TEMPLATE:** Vendors submitting documents must review the Professional Contract for Service TEMPLATE. Sections that may be of concern must be identified and an explanation for the objection must be provided with the Vendor document submission. If no objections are raised it shall be expected that the Vendor agrees to the terms and conditions as stated.

## ***ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS***

*(Potential vendors are expected to perform the following service in order to submit documents and to be awarded a contract.) Please provide specific procedures and explanations to each requirement in your submitted documents.*

### **Architectural/Engineering Services for Upper Bay Shore Entrance Re-Development Project #2780**

*Proposals shall address each of the following requirements described below  
by giving specific procedures and explanations to each requirement.*

Brown County is accepting Request for Proposals (RFPs) to identify Architectural/Engineering (A/E) firms who would be interested in providing A/E Services for Brown County Parks' Bay Shore Entrance Re-Development Section A and B as shown on the Bay Shore Park Master Plan (Attachment A).

The project will be split into two portions: (1) The design, construction administration, and closeout management services for the Master Plan Section A (Ranger Station, Fish Cleaning, Boat Washing Station with restrooms, Entrance, and Upper Parking) and 2) The design and bidding services for the Master Plan Section B (Ledge Stairs/Trail and Landing). The construction administration and closeout management services for Section B are to be provided as an Add Alternate.

#### Section A (Ranger Station, Entrance, and Upper Parking) Design, Bidding, Construction, and Closeout Scope

In 2022, the Brown County Board of Supervisors approved an updated Master Plan for the Bay Shore Park property. This plan identified current and future needs for the Board to make future financial decisions on. At this time, we are looking to engage an A/E firm to design a Ranger Station/Welcome Center, an Entrance, and Upper Parking (stalls for truck trailer parking on a paved lot and a turf overflow area). In addition to design services, the AE shall perform bidding, construction administration, and closeout services.

Brown County Parks is looking to construct a Ranger Station/Welcome Center, a paved entrance, parking accommodations, a Fish Cleaning Station, and a Boat Wash Station.

The Ranger Station (Item #1 in Attachment A) is to be 20'-25' x 40'-45' or approximately 900 square feet, featuring an entrance gate, kitchenette, private restroom/shower, office, a utility/IT closet, a conference/break room, an entry way, and a covered porch. Additionally, the Ranger Station is to include a drive-up window and a main entrance side along the existing road. The Entrance Gate is to include remote access/control capabilities.

The Parking Area (Item #2 in Attachment A) is to be a typical paved and striped parking lot with lighting features present. Accommodations for overflow parking (Item #11 in Attachment A) must also be put in the design. Native screening from the nearby neighborhoods (Item #3 in Attachment A) and a stormwater management plan is to be considered with the parking lot design.

The Fish Cleaning Station (Item #4 in Attachment A) is to be designed as an open-air shelter, with electrical, sewer, and water features included. The intent is for the size of the fish cleaning station is to service up to six users at a time. The Boat Wash Station (Item #4 in Attachment A) is to also be an open-air shelter with a single men's restroom and single women's restroom attached.

#### Section B (Ledge Stairs/Trail and Landing)

In addition to the scope mentioned above, the 2022 approved Bay Shore Park Master Plan identifies future needs for the ledge stair, trail, and Landing/Overlook, as shown in Attachment A. At this time, we

are looking to engage an A/E firm to design Ledge Stairs and an Overlook. Within the design, all scope described in "Section B" is to be labeled as an add alternate during construction bidding. Design and Bidding Services are in the A/E Base Scope. Construction Administration (CA) is to be an add service to the A/E Scope if the construction is authorized.

The Trail/Stair is to span approximately 250 feet in the direction of the bay/existing parking lot (Item #10 in Attachment A). The intent of this trail is to connect the Improvements shown in Section A of the Master Plan to the existing parking lot near the bay. This trail is to feature benches, low-lighting along the length of the trail, and striped 6" asphalt. The trail is to extend to Item #9 in Attachment A. At that point, an Overlook is intended to be designed. The Landing/Overlook (Item #9 in Attachment A) is to be roughly a 20' x 20' composite deck. Further past the Outlook, a staircase of aluminum stairs are span the remainder of the way to Item #10 in Attachment A.

The available construction budget at this time is \$2.56 million.

1. Base Bid Lump Sum with the following phases broken out for billing:
  - a. Section A
    - i. SD Phase
    - ii. DD Phase
    - iii. CD Phase
    - iv. Bidding Phase
    - v. Construction Administration Phase
    - vi. Closeout Phase
  - b. Section B
    - i. SD Phase
    - ii. DD Phase
    - iii. CD Phase
    - iv. Bidding Phase

In addition to the lump sum proposal above, please provide a cost proposal for an add service for Construction Administration and Closeout Services for the Ledge Stairs/Trails and Landing (Section B). Within the Bay Shore Park Improvements Design, the scope of Section B is to be included as an Add Alternate for the bidding contractor. If it is determined by Brown County Parks that Section B construction can be accommodated within the project budget after bids are received, Brown County Parks will authorize the proposed AE fees for Construction Administration and Closeout services.

The tentative project schedule follows:

2026 Q1 – A/E engaged  
2026 Q2 – SD Documents Complete  
2026 Q3 – DD Documents Complete  
2026 Q3 – CD Documents Complete  
2026 Q3 – Bidding  
2026 Q4 – Construction Commencement of Ranger Station, Entrance, and Upper Parking  
2026 Q4 – Construction Commencement of Ledge Stairs/Trails and Overlook – If Authorized

Within the AE's response to this RFP, AE shall provide opinion on feasibility to the above tentative project schedule.

#### **ARTICLE 1: SCOPE OF ARCHITECT'S BASIC SERVICE**

1.1 The A/E's Basic Services consist of those described in this Article 1 and include architectural, civil, structural, geotechnical, surveying, and MEPF engineering services, as well as landscaping.

The A/E's Basic Services shall also include assisting the COUNTY in connection with the COUNTY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction or plan approval over the Project.

1.1.1 The A/E shall manage the A/E's services and administer the Project, consult with the COUNTY, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the COUNTY.

1.1.2 The A/E shall coordinate its services with those services provided by the COUNTY and the COUNTY's consultants. The A/E shall be entitled to rely on the accuracy and completeness of services and information furnished by the COUNTY and the COUNTY's consultants unless A/E knew or reasonably should have known that any of such services or information was inaccurate or incomplete. The A/E has responsibility for verifying overall dimensions of areas pertaining to the Project in existing drawings provided by COUNTY. The A/E shall provide prompt written notice to the COUNTY if the A/E becomes aware of any error, omission, or inconsistency in such services or information.

1.1.3 As soon as practicable after the date of this Agreement, the A/E shall submit for the COUNTY's approval a schedule for the performance of the A/E's services that shall be consistent with the COUNTY's Project schedule and that shall be adjusted through a Change in Services, if necessary, as the Project proceeds. The schedule shall include allowances for periods of time required for the COUNTY's review, for the performance of the COUNTY's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Along with the schedule, the A/E shall provide a list of design meetings, including the anticipated discussion topics, that aligns with the proposed schedule for approval.

Once approved by the COUNTY, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the A/E or COUNTY. With the COUNTY's approval, the A/E shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. The A/E acknowledges that unless A/E objects, in writing, to the Project Schedule of COUNTY, it shall be deemed that the A/E considers the time limits established by the Project Schedule are reasonable and that the time limits set forth in the Project Schedule shall not, except for reasonable cause, be exceeded by the A/E unless approved through a Change in Service. When Project requirements have been sufficiently identified, the A/E shall periodically update and expand upon the Project Schedule and shall further identify milestone dates for decisions required of the COUNTY, design services furnished by the A/E, completion of documentation provided by the A/E, commencement of construction and Substantial Completion of the Work.

1.1.4 Upon the COUNTY's reasonable request, the A/E shall submit information and participate in developing and revising the Project schedule as it relates to the A/E's services.

1.1.5 The A/E shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. In designing the Project, the A/E shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. In accordance with the professional standard of care, the A/E will design the Work, and all Instruments of Service prepared by A/E under this Agreement, shall comply with any and all applicable federal, state, and local codes, laws, ordinances, regulations, rules, and statutes including, without limitation, all City and State of Wisconsin building codes, the Americans with Disabilities Act of 1990, and the Fair Housing Act.

1.1.6 The A/E shall assist the COUNTY in connection with the COUNTY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. A/E shall notify COUNTY of all documents known to A/E that need to be filed to obtain such approval. A/E shall be present at approval hearings as necessary, and A/E shall prepare any and all architectural and engineering documents in connection therewith.

1.1.7 The A/E shall attend any and all meeting with the public or governmental officials relating to the Project that reasonably require the A/E's attendance because of the nature of the meeting or the issues to be discussed throughout the duration of the A/E's services.

1.1.8 The A/E shall make reasonable efforts to coordinate the services of any separate consultants retained by the COUNTY or General Contractor with the A/E's services.

## **ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED**

### **2.1 General**

2.1.1 Services are to be provided by the A/E in each of the following phases:

- a) Conceptual & Schematic Design Phase
- b) Design Development Phase
- c) Construction Documents Phase
- d) Bidding and Construction Phase
- e) Closeout Phase

2.1.2 An assigned COUNTY Project Manager and/or Owner's Representative (OR) will be the A/E's contact in securing COUNTY direction and for arranging the necessary meetings with COUNTY or other County Departments and obtaining the approvals required by COUNTY.

2.1.3 The A/E shall create a log of all COUNTY and A/E generated design changes resulting from meetings and communications from COUNTY. This log shall be kept throughout the entire design process and submitted to COUNTY every month.

2.1.4 The A/E shall develop scope documents and engage vendors for any necessary survey, site investigations, geotechnical investigations, or explorations to complete the design. A/E will also identify additional services required on the project.

2.1.5 The term “written” or “in writing” may be either electronic or hard copy documentation, unless otherwise stated or directed by COUNTY.

2.1.6 The A/E shall ensure the entire project, from design to construction, including all equipment, systems & components, complies with any local, state and Federal codes and regulations applicable.

2.1.7 The A/E shall coordinate and lead a page turn meeting with the COUNTY after the issuance of each required Design Deliverable.

## 2.2 Phase I – Conceptual & Schematic Design

2.2.1 The A/E shall evaluate the suitability of existing building elements, materials and equipment for reuse in the renovated project. Reasonably accessible areas shall also be observed by the A/E or its consultants to evaluate existing major mechanical, plumbing and electrical systems. Any of the foregoing considered to be economically reusable shall be reported to the COUNTY and/or OR and may be reused unless directed otherwise by COUNTY and/or OR.

2.2.2 The A/E shall provide sufficient, alternative design solutions on major design features to allow COUNTY and/or OR to ascertain that the recommended design achieves a practical programmatic and economic solution, within the limitations of the authorized program, schedule and budget.

### 2.2.3 Basis of Design (BOD):

The A/E shall meet with and interview the appropriate COUNTY’s personnel to gather and coordinate information used to form the Basis of Design document. The document will include criteria for the types of spaces anticipated by the building program information. These interviews and meetings will inform the refinement of program, goals and objectives, vision and image, and design criteria for the facility.

The A/E will develop and investigate design constraints established by codes and standards that are in effect at the project providing an evaluation of the effects on the project’s development. Site constraints will be documented by the COUNTY or its consultants or contractors concerning utility corridors, easements, views, and connector criterion.

The A/E and consultants will develop sets of criteria for each type of space regarding environmental requirements. The A/E will develop diagrammatic studies, sketches, and narrative descriptions of space relationships and requirements including suggested module sizes and arrangements.

The final BOD will document the criteria agreed to by the COUNTY and the design team providing document for validating construction cost and documenting direction for moving forward into Design Development.

2.2.4 The A/E shall obtain from COUNTY and/or OR information and materials necessary to ascertain scope of the Project and shall verify with COUNTY and/or OR program and functional requirements of the Project. This shall include gathering information from building users subject to approval of the COUNTY Project Manager.

2.2.5 Based on information, materials and requirements as verified by COUNTY and/or OR, the A/E shall prepare Schematic Design Basis Documents consisting of drawings and other documents illustrating scale and relationship of the Project components. At minimum, the Schematic Design Documents shall include civil, electrical, scope narratives, preliminary landscape architectural plan, stormwater management plan, and finish types for all program spaces and exterior facades. Schematic Design Documents shall be submitted to COUNTY and/or OR for written Approval.

2.2.6 Cost estimates will be provided by the OR. A/E is responsible for designing to the budget and complete a thorough review of the OR's estimate and comment accordingly.

2.2.7 The A/E shall attend & participate in Project Planning Team meetings during this Phase and provide input and feedback on design, cost, and schedule issues. Typically, meetings will be virtual every other week, but atypical schedule and in-person meetings will be scheduled as needed.

2.2.8 The A/E shall consider environmentally responsible design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, schedule and budget for the Cost of the Work.

2.2.9 The A/E shall attend Board meetings as required.

2.2.10 Schematic Design Phase deliverables shall be:

- a) Electronic version of all documents:  
All documents shall be delivered in PDF with file names to include project number. Additionally, all design drawings and updated record reproducible drawings shall be given to the COUNTY in electronic DWG format conforming to AIA layering standards.

## 2.3 Phase II - Design Development

2.3.1 Based on the COUNTY's approval of the Schematic Design Documents or a written notice to proceed, and subject to the COUNTY's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Design Development Documents for the COUNTY's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic

Design Documents and shall consist of drawings and other documents establishing the scope, relationships, forms, size, and appearance of the Project by means of plans, sections, elevations, typical construction details, civil, and electrical systems, and such other elements as may be appropriate. A/E will provide appropriate space planning and services to accommodate such specifications in the Design Development Documents. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

2.3.2 The major design features, equipment and systems that must be evaluated include, but are not limited to:

- a) Architectural
- b) Site Utilities & Civil Related Work
- c) Mechanical, Plumbing, Electrical, and Fire Protection
- d) Landscaping

2.3.3 The A/E's Specifications within the Project Manual shall include:

- a) Technical content;
- b) Section format; and
- c) Electronic processing system

2.3.4 Prior to the conclusion of the Design Development Phase, the A/E shall submit the Design Development Documents to the COUNTY and the COUNTY's OR. The A/E shall meet with the COUNTY and COUNTY's OR to review the Design Development Documents.

2.3.5 Upon receipt of the COUNTY's OR estimate at the conclusion of the Design Development Phase, the A/E shall take action as required below and request the COUNTY's approval of the Design Development Documents. Architect shall not proceed to the Construction Document Phase until the Owner has approved, in writing, the Design Development Documents.

2.3.6 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the COUNTY's budget for the Cost of the Work, the COUNTY shall:

- a) give written approval of an increase in the budget for the Cost of the Work;
- b) terminate in accordance with the Agreement;
- c) in consultation with the A/E, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- d) implement any other mutually acceptable alternative.

If the COUNTY chooses to proceed under 2.3.6, the A/E, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the COUNTY's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as

adjusted under 2.3.6a. The A/E's modification of the Construction Documents Phase shall be the limit of the Architect's responsibility as a Basic Service.

2.3.7 The A/E shall attend & participate in Project Planning Team meetings during this Phase and provide input and feedback on design, cost and schedule issues. Typically meeting will be virtual every other week but atypical schedule and in-person meetings will be scheduled as needed.

2.3.8 Upon receipt of the Design Development Phase deliverables, the Project Planning Team shall evaluate these documents and indicate to the A/E in writing when and how to proceed.

2.3.9 Design Development Phase deliverables shall be:

- a) Electronic version of all documents:  
All documents shall be delivered in PDF with file names to include project number. Additionally, all design drawings and updated record reproducible drawings shall be given to the COUNTY in electronic DWG format conforming to AIA layering standards.

## 2.4 Phase III - Construction Documents

2.4.1 Upon receipt of written instructions from COUNTY and/or OR, the A/E shall prepare Construction Documents for bidding and construction of the project. The Construction Documents shall provide the detailed requirements for the successful construction of the entire project.

2.4.2 The Construction Documents shall be internally consistent in terms of coordination between:

- a) Work of the A/E and its consultants.
- b) Requirements of various divisions or trades
- c) Drawings and specifications.

2.4.3 The A/E shall attend & participate in Project Planning Team meetings during this Phase and provide input and feedback on design, cost and schedule issues. Typically, meetings will be virtual every other week but atypical in-person meetings will be scheduled as needed.

2.4.4 During this phase, the A/E shall develop and provide documents for the systems designed under this Agreement which will achieve a biddable and constructible project, compliant with all applicable building and safety codes and within the assumption of professional responsibility set forth in this Agreement. These services shall include, but not be limited to:

2.4.4.1 Coordination, to protect the integrity of the design and facilitate construction with:

- a) Manufacturers: Ensure that manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent.
- b) Consultants: Ensure that information necessary to their work is provided in a timely manner and that consultants exchange information with each other and the A/E.
- c) Utility Companies: Work with the County and OR to determine the standard operating procedures and time requirements for obtaining the services and the cooperation of the utility companies involved in the execution of the project. Provide this information in writing to interested parties as needed.
- d) Occupying Agency: Ensure that program-required furniture, finishes and equipment layout is suitable so as to be compatible but not interfere with access to, placement or operation of the mechanical, electrical or plumbing appurtenances.
- e) Governmental authorities having jurisdiction over the work:
  - 1) The A/E shall submit documents for approval to public agencies having jurisdiction over the project and after obtaining such approval of those agencies, the A/E shall provide copies of such approval to COUNTY and OR.
- f) Such other agencies, boards, associations or individuals whose activities could impact or interfere with the successful completion of the project.

#### 2.4.4.2 Inclusion in the Construction Documents of:

- a) Plans, elevations and sections at a scale which is sufficient to give a full and complete understanding of the construction, dimensions thereof, materials to be employed, location of utilities and any other pertinent data.
- b) Details, diagrams, schedules, photo reproductions and other graphic methods appropriate to define work required to be performed to accomplish the purposes of the project.
- c) Description of existing conditions of site and / or structures with sufficient clarity to permit their use without ambiguity in the bidding and construction process.

2.4.4.3 Inclusion in the specifications documents of bidding and contract requirements, special provisions and / or appendices, and technical sections. Unless otherwise agreed to by COUNTY and/or OR in writing, the format shall generally follow the divisions of the

Construction Specifications Institute. If approved by COUNTY and/or OR in writing, short form specifications for limited scope work may be included on the drawings in lieu of Construction Specifications Institute format specification sections.

- a) The technical sections of the specifications shall completely and concisely describe the materials and services to be employed or installed by the construction contractor(s) in the work. These specifications shall describe the work to be done and shall be arranged by work or material in appropriate divisions with suitable cross-references for clarity and continuity.
- b) The technical sections of the specifications shall be carefully worded to allow a clear understanding of the work required by each of the construction contractors and their subcontractors, and to describe the responsibility for the work required to be performed by such contractor(s), individually and collectively, for the performance of work required to deliver the project complete, without ambiguity as to which technical sections of the specifications cover each element of work.
- c) The technical sections of the specifications shall clearly state the minimum grade, quality, and type of materials and workmanship required. These specifications shall not restrict competition, where it is available, but shall state a level of quality, which can be objectively determined by persons normally engaged in the type of trade or practice described.
- d) When two (2) or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, each such known manufactured product shall be specified for potential use on the project.
- e) The professional judgment of the A/E or the direction of the COUNTY and/or OR may limit competition to a brand name, process, or technique of manufacture.
- f) The A/E shall compile and include in the construction contract documents a summary listing of all submittals required for the project from the construction contractor(s). Included shall be shop drawings, samples, cuts, catalogs, models, mockups and other preliminary information needed from the contractors to describe how they will fulfill their responsibilities under their contracts.
- g) The A/E shall compile and include in the construction contract documents a summary, listing of all required general contractor closeout information identified in the specifications, including, but not limited to, contractor provided owner training, maintenance manuals, warranties, as-builts, extra materials. This shall be submitted to the COUNTY and OR for review prior to the inclusion in the construction contract documents.

2.4.5 Upon determination by the A/E that the final project design is represented by 90% completed Construction Documents, those documents shall be submitted to COUNTY and/or OR for review and concurrence prior to release for bidding.

2.4.5.1 The A/E shall provide COUNTY and OR with review sets in a format and standard specified by the COUNTY and/or OR.

2.4.5.2 COUNTY and/or OR will issue a list of recommended changes / corrections to be incorporated into the next review set or final documents. The A/E shall within fourteen (14) calendar days transmit written replies from the A/E and its sub-consultants to review comments issued by COUNTY and / or OR for which clarification requests were identified or for which changes were authorized at the final design review meeting and communicated to the A/E. Directions by COUNTY and/or OR shall be incorporated into the documents.

2.4.6 Prior to submission of the final documents, the A/E shall call for a final review meeting with COUNTY and OR, if needed, to finalize and prepare for publication of the final bidding documents, with any conditions required by COUNTY and/OR.

2.4.7 Constructions Documents Phase deliverables shall be:

2.4.7.1 90% Construction Documents:

- a) Electronic version of all documents:  
All documents shall be delivered in PDF with file names to include project number. Additionally, all design drawings and updated record reproducible drawings shall be given to the COUNTY in electronic DWG format conforming to AIA layering standards.

2.4.7.2 Final Construction Documents:

- a) Original unbound copy of Drawings, Project Manual and FF&E Report in full size, paper format;
- b) One (1) full-size and two (2) half-size bound copy of Drawings & Specifications; Project Manual and FF&E Report;
- c) One (1) bound copy of Drawings and Project Manual to be submitted by A/E to State of Wisconsin and / or City of New Franken for stamped approval; and
- d) Electronic version of all documents on CD, USB flash drive or sent via email: All design drawings and updated record reproducible drawings shall be given to the COUNTY in electronic DWG format conforming to AIA layering standards. Additionally PDF drawing and specification files will be forwarded to COUNTY.
- e) All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
- f) Include copy of Plot Style Table (ctb file) used to print drawings. Project Manual in Word and PDF formats.

## 2.5 Phase IV – Bidding & Construction

2.5.1 The Bidding Phase shall commence with the publication of the Invitation to Bid (submitted by the County) and shall conclude with the award of the number of contracts necessary to achieve the purposes of construction.

2.5.2 The A/E shall serve as the professional technical consultant and advisor to COUNTY and OR during the bidding process, including the preparation for and participation in Pre-Bid Conferences.

2.5.3 The A/E shall assist OR & COUNTY in answering all pre-bid questions from contractors in an addendum and prepare any additional addenda necessary, for COUNTY and/or OR to authorize, print and distribute as appropriate.

2.5.4 The A/E shall assist OR & COUNTY by evaluating and making recommendations to COUNTY and OR on the qualifications of prospective construction contractors and subcontractors.

2.5.5 The A/E shall assist OR & COUNTY in analyzing bids and negotiating with the lowest, qualified, responsible bidders as deemed appropriate by COUNTY and OR.

2.5.6 In the event that there is a reduction in scope to keep the project within budget and this results in low bid(s) which total less than the construction budget, then the A/E shall, at no additional fee, prepare construction bulletin(s) to add deleted program work back into the project.

2.5.7 Upon construction contract offer, the A/E shall immediately prepare construction documents which incorporate the bid documents, addenda issued, alternate bids accepted and negotiated contract deductions, all of which are incorporated in the Construction Documents. Such work shall be completed in a timely fashion, but no later than seven (7) calendar days, so that construction is not delayed.

2.5.8 Attend & participate in up to two (2) project meetings during this Phase (including the pre-bid meeting) and provide input and feedback on the project. These meetings are anticipated to be (1) hour long.

2.5.9 An assigned COUNTY and/or OR will be responsible for arranging and conducting construction-related meetings as required and act as the point of contact for the construction contractors. A COUNTY and/or OR approved A/E representative shall attend job meetings. It will be the responsibility of the General Contractor to lead construction meeting and prepare meeting minutes. The A/E will review and comment on meeting minutes.

2.5.10 After the award of the construction contract(s), the A/E shall become an on-site technical and professional advisor to COUNTY and/or OR. In this capacity the A/E will have continuous access to the site. The A/E, through COUNTY or OR's Project Representative, will have access to data in the construction contractor(s) files or offices pertaining to the quality or time requirements of the construction contract(s), in the same mode, manner and extent that such data would be available to COUNTY and/or OR.

2.5.10.1 The A/E shall provide a COUNTY and/ OR-approved person, with suitable experience in the construction process to visit the site, at minimum once a month, in order to monitor and report the progress, quality, and timely performance of the work relative to the Construction Documents, as such work is being performed by the construction contractor(s). The A/E shall keep COUNTY and OR informed of the progress and quality of the work based on on-site observations documented in a written report, submitted on a monthly basis, and shall endeavor to protect COUNTY against defects and deficiencies in the work.

2.5.11 Immediately following the pre-construction meeting and prior to the start of construction, the A/E, the OR & COUNTY Project Manager, shall review the proposed schedule for submittals from the construction contractor(s). The A/E & OR shall assess the timing feasibility of such submittals relative to the construction schedule and review as needed, and advise COUNTY in writing accordingly.

2.5.11.1 The A/E shall be responsible for the professional review and approval or rejection of shop drawings, samples and other submittals from the construction contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittal was made. Deviation from the Construction Documents as noted by the contractor on submittals or otherwise observed by the A/E shall be brought to the attention of COUNTY and/or OR's Project Representative and concurrence received from COUNTY and/or OR before any approval is given to a contractor. Review of the submittals which have priority status as determined by COUNTY

and/or OR's Project Representative, must be completed within five (5) business days of receipt. Review of other submittals shall be completed within ten (10) business days of receipt, or in accordance with the submittal schedule prepared by the General Contractor and as approved by COUNTY, OR and A/E at the start of construction. The A/E is responsible for submittal activity conducted by its consultants in the same manner as if such review were made by the A/E.

2.5.11.2 The A/E shall also review the results of all testing conducted during or after construction and report to COUNTY and OR whether these results meet the design intent and the requirements of the Construction Documents.

2.5.11.3 The A/E shall work with the OR to ensure all FF&E selected shall fit properly in allotted spaces.

2.5.12 The A/E's site representative shall observe the construction process to evaluate the adequacy and completeness of the construction contractor(s) compliance with the Construction Documents, and shall immediately report any noncompliance to the COUNTY Project Manager & OR, in writing.

2.5.12.1 The A/E shall be responsible for the coordination and performance of on-site services performed by consultants employed by the A/E and shall review reports and other data submitted by such consultants. The A/E shall provide in each consultant agreement, a requirement for consultant visits to the site and a schedule for such visits for professional evaluation of the work monitored by each consultant and a reporting system to inform COUNTY and OR. Site visits shall coincide with crucial times of the construction for the specialty area involved.

2.5.12.2 Following construction site visits, the A/E shall make routine, written status reports detailing observations and activities on the project, at such intervals as is elsewhere herein established and in a format approved by COUNTY and/or OR. The A/E shall submit the reports within three (3) business days of the site visit by the A/E's representative.

2.5.12.3 The A/E's site representative will receive copies of reports submitted by the Owner's Representative and shall provide site observation to evaluate the reports. Discovered construction variances shall immediately be reported to COUNTY and/or OR.

2.5.12.4 If it becomes necessary during construction, to interpret, construe, and clarify or to otherwise determine the reasonable meaning, application or implementation of the Construction Documents, the A/E acting in good faith, based upon the facts made known to it at the time, shall recommend to COUNTY and/or OR in writing, a reasonable course of conduct in connection with the issues involved. Such recommendation(s) may be considered for further contractual action by COUNTY.

2.5.12.5 Should the A/E become aware that the work of any contractor or subcontractor in place or underway does not conform to the work or quality required by the Construction Documents, the COUNTY Project Manager and OR shall be immediately notified in writing. It is appropriate for the A/E to also immediately advise the contractors of substantial deficiencies, and that notification of these deficiencies will be made to COUNTY and OR. The A/E shall furnish such data as necessary to inform COUNTY and OR of the degree of the noncompliance with the Construction Documents, the cause thereof, the impact on schedule and cost, if known, and a recommended course of conduct. COUNTY shall be solely responsible for implementation of the A/E's recommendation. This assumption of

responsibility by COUNTY shall not relieve the A/E or its consultants for negligence in the discovery of the condition, which was or should have been discovered.

2.5.12.6 If the A/E considers suspension of construction work appropriate, the A/E shall notify COUNTY and OR in writing and state the reasons, which, in the professional opinion of the A/E, justify such action.

2.5.13 Necessary professional services or construction required to repair or overcome problems caused by errors, omissions, ambiguities or changes not authorized by COUNTY and/or OR in the preparation of the documents or design shall be the responsibility of the A/E or its consultants, without additional cost to COUNTY.

2.5.14 The A/E shall review and respond to requests for information (RFIs) within maximum of five (5) business days and submittals within maximum of ten (10) business days.

2.5.15 The A/E shall develop and issue appropriate construction bulletins (CBs) at the direction of the COUNTY Project Manager or OR. The A/E shall then evaluate the CB proposals received from the construction contractors and provide COUNTY and OR with a written recommendation regarding the appropriateness of the proposals. The evaluation and recommendation shall be completed within five (5) business days of receipt, or in accordance with another schedule approved by COUNTY and/or OR. The evaluation shall consider the necessity for such change, the reasonableness of the proposed change, and an analysis of the cost proposed for effecting the change.

2.5.16 The A/E shall assist in the preparation of applications for energy incentive programs, when applicable.

## 2.6 Phase V - Closeout

2.6.1 Upon contractor's written notification and the COUNTY Project Manager's confirmation that Substantial Completion has taken place, the A/E shall observe the construction and provide a written punchlist to the COUNTY Project Manager and OR. The COUNTY Project Manager and/or OR will schedule the punchlist inspection in conjunction with the User and contractors involved. The punchlist shall contain items found not to be complete, in need of correction, replacement or otherwise not in accordance with the Construction Documents. As part of the Substantial Completion verification, the A/E shall witness functional testing and review the testing and balance report prepared by others for all plumbing, HVAC, fire protection and electrical systems to verify installation and operation meet the intent of their design. The A/E shall forward the results of the functional testing and provide written recommendations for corrective measures where systems do not meet the intent of their design. The A/E shall prepare and distribute the Certificate of Substantial Completion when appropriate.

2.6.2 COUNTY will provide a set of Construction Documents to General Contractor on which daily records of changes and deviations shall be recorded. At completion of the project, General Contractor will submit its marked-up as-built documents to the A/E who shall, based on these marked up as-built documents, revise the original documents, including the electronic files, showing changes in the work made during the construction process to produce a set of Record Documents. Electronic documents shall be in a format and on a medium required by COUNTY and/or OR. This work shall be completed and submitted to COUNTY and/or OR within thirty (30) calendar days of receipt of the last marked up prints. The consequences of addenda, change orders and other circumstances known by the A/E to have caused change shall be included in the production of the Record Documents. The marked-up as-built documents shall be turned over to the COUNTY and/or OR at the same time as the Record Documents.

2.6.2.1 Record Documents deliverables shall be:

- a) Original unbound copy of Drawings and Project Manual in full size, paper format;
- (b) One (1) full-size and two (2) half-size bound copy of Drawings & Specifications;
- c) Electronic version of all documents on CD, USB flash drive or sent via email:  
All design drawings and updated record reproducible drawings shall be given to the COUNTY in electronic DWG format conforming to AIA layering standards. Additionally PDF drawing and specification files will be forwarded to the COUNTY
  1. All external data from non-AutoCAD programs (e.g., Excel or Word) shall be included and attached; and
  2. Include copy of Plot Style Table (ctb file) used to print drawings.
- a) Project Manual in Word and PDF formats.

2.6.3 The A/E shall obtain from the General Contractor, and review for compliance with design intent, an Operating and Maintenance Manual for building systems and operable mechanical and electrical equipment on the project, both powered and manual. Two (2) copies of the Manuals shall be provided to COUNTY's Project Representative. These manuals shall include:

2.6.3.1 Manufacturer's Instruction for Maintenance and Operation of Equipment and Systems, including a Spare Parts List; and

2.6.3.2 Temperature Control Record Drawings and Equipment Data Sheets including recommended maintenance procedures.

2.6.4 It is not intended by this Agreement to impose upon the A/E the duty of a guarantor of the construction contractor(s). It is, however, the intent of the Agreement to impose upon the A/E the duty of the faithful fulfillment, in accordance with the standard of care ordinary to the profession, of the performance of the duties specifically enumerated herein and for the close monitoring of the work of its consultants as if the work were performed by the A/E. As such, this shall not preclude the entitlement to COUNTY of reasonable expectation that systems as designed by the A/E or their consultants will operate as anticipated by COUNTY upon faithful completion of construction.

### 3. ARTICLE 3: RFP Format and Submission Requirements

**Please describe to your firm's:**

1. Demonstrate ability to conform with DNR requirements
2. Demonstrate ability to work with Joint Partners
3. Demonstrated ability to assemble detailed, accurate and well-coordinated Design Development and Construction Documents.
4. Demonstrated ability to provide comprehensive Construction Administration services.
5. Demonstrated ability to provide site development and site design.
6. Demonstrated ability to meet storm water management requirements of the City of New Franken and WI DNR.
7. Demonstrated ability to design to budget and effective cost control.
8. Demonstrated ability working with an independent cost estimator.
9. Demonstrated ability to provide effective and timely construction and administration project documentation.
10. Successful experience working with governmental entities.

Well-qualified teams will have either the prime consultant or a sub-consultant with the following specific experience.

- Design of government projects
- Design of trail systems and compliance with DNR requirements

- Design of Parks' Buildings/Facilities

- A. Cover Letter:** Provide a cover letter from the person authorized to submit the proposal. Provide a brief introduction of your proposal; identify the contact person and the contact information.
- B. Firm Profile(s):** Provide a brief description of each firm on the project team including qualifications, special expertise and other information that provides an accurate overview of each firm. Identify any sub-consultants that will be used. Include at least the following information:
1. Firm name, business address, telephone, email address, website address
  2. Primary contact person(s) with title(s) and home office location
  3. Professional history and affiliations
  4. Current staff size and professional registrations
  5. Range of professional service capabilities
  6. Impact of current workload on ability to meet the requirements of this RFP
- C. Relevant Experience and team work:** Provide a list of projects similar in size and scope to that which is described in this RFP and successfully completed by:
1. Each team member independently, and
  2. By the proposed team. Demonstrate the team's competence to complete the requirements.
- D. References:** Provide descriptions of at least three projects that have been successfully completed within the past ten years. The projects described shall be similar in scope and complexity to the project described within this RFP. Please include at least the following:
1. Project name
  2. Project size (gross square feet)
  3. Initial Cost estimate
  4. Initial construction contract amount
  5. Amount of approved change orders
  6. Final construction contract amount
  7. Year construction was completed
  8. Basic project program
  9. Project delivery approach
  10. Project owner with current address and telephone number
  11. Principal tenant organization contact with current address and telephone number
- E. Staff & Organization:** Provide a list of the key staff who will be assigned to this project team and identify the role of each. Include a resume for each person and a project team organizational chart. Specifically include resumes for the following:
1. Project Manager
  2. Licensed Architects and Engineers who will be professionals of record
  3. Discipline leaders (architectural, civil, structural, mechanical, electrical, etc.)
  4. Project Managers, licensed engineers, and designers of consulting firms
  5. Field representative(s)
  6. Other specialist
- F. Methodology:** Provide a clear description of the approach and methodology your firm anticipates using to fulfill the requirement of this RFP. Describe the various tasks that will be engaged and the sequence in which they will be accomplished. Identify the methods of engaging stakeholders, staff, and the Board. Identify the tasks that will be conducted on-site and the number of visits and days of on-site engagement anticipated.

- G. Cost Proposal:** Provide a cost breakdown indicating the fixed not-to-exceed cost for all work and reimbursable expenses to accomplish the scope described. Itemize labor costs and reimbursable expenses.
- H. Use of local vendors:** If applicable, indicate services that could be sub-contracted to firms that are local.
- I. Conflict of Interest:** Disclose any potential conflict of interest including, but not limited to, familial relationships between members of the consulting team and elected officials or employees and/or employees of Brown County.

## ***ATTACHMENT B: RFP SCORING***

*(This attachment is provided for your information only. There is no need to sign or mail it back.)*

Responses to this project will be evaluated according to the following:

### **1. Evaluation Process**

The following steps will be observed in the evaluation of the potential vendor document submission:

- Brown County will establish a project scoring team.
- The vendor submission will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the submission being eliminated from consideration.
- The project scoring team will review all submitted documents received and score in accordance with the predefined scoring methodology.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- References, oral presentations and/or interviews are optional and determined if required by the scoring team.
- Vendors will be ranked by composite score with the highest score determining vendor award.

### **2. Scoring Methodology**

The following is a summary of the project evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor document submission. Points will be awarded on the basis of the following factors:

Scoring Criteria	Points
1. Quality, clarity and responsiveness of proposal	10
2. Responses to information requests provided in Attachment A, Article 3	20
3. Relevant Experience	20
4. Pricing (Attachment C) *	20
5. References (Attachment D)	10
6. Interviews – <b>If Needed</b>	20
Total	100

*\*Pricing is not shared with the scoring team until after they have submitted their scores to prevent influencing their ability to score the other criteria's.*

### **3. Scoring Criteria**

The evaluation factors to be used in project scoring are described below:

1. **Quality, clarity and responsiveness of proposal** – Proposals will be evaluated on meeting the overall requirements of the RFP.
2. **Responses to scope** – Proposals will be evaluated on the thoroughness and content of the responses submitted.
3. **Experience** – Proposals will be evaluated based on the experience of the A/E firm including their team and individual employees.
4. **Pricing** – Proposals are scored using a formula with the lowest price submitted that is **divided** by the price of each prospective A/E firm **times** the established point value **times** the weight factor percentage.
5. **References** – Proposals will be evaluated based on information obtained from the references provided.
6. **Interview** – A/E firms selected for a panel interview will be evaluated based on prepared interview questions and the firm's response to such questions

**ATTACHMENT C: RFP COST SHEET**

*(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)*

**Vendor Information**

COMPANY PHYSICAL LOCATION INFORMATION				
Legal Name:				
Address:				
City:		State:		Zip:
Phone:		Fax:		
Federal ID #:		Website:		
COMPANY REMIT INFORMATION <i>(where to send payment, if different than above)</i>				
Billing Name:				
<i>Name to print on check, if different than above</i>				
Address:				
City:		State:		Zip:
Accounts Payable Contact:		Phone:		
Accounts Payable Email:		Payment Terms:		
CONTACT INFORMATION / SALES REPRESENTATIVE RESPONSIBLE FOR SETTING UP PRESENTATIONS, DEMONSTRATIONS AND/OR INTERVIEWS				
Sales Rep Name:		Sales Rep Title:		
Sales Rep Phone Number:		Sales Rep Email:		
CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Primary Name:		Title:		
Email:				
CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Secondary Name:		Title:		
Email:				
CONTACT INFORMATION / PROJECT MANAGER				
Project Manager Name:		Title:		
Address:		City:		
City:		State:		
Phone:		ZIP:		
Email:		Fax:		

CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT			
Contract Signer Name:		Title:	
Address:		City:	
City:		State:	
Phone:		ZIP:	
Email:		Fax:	

Does your Company accept MasterCard Credit Card for payment?    YES    NO    (Circle one)

Comments:	
-----------	--

Does your Company accept the Brown County Standard Contract?    YES    NO    (Circle one)

Comments:	
-----------	--

***RFP Pricing***

	<b>Upper Bay Shore Entrance Re- Development</b>
Section A Schematic Design (SD) Breakout	\$
Section A Design Development Design (DD) Breakout	\$
Section A Construction Documents (CD) Breakout	\$
Section A Bidding Breakout	\$
Section A Construction Administration (CA) Breakout	\$
Section A Closeout Breakout	\$
Section B Schematic Design (SD) Breakout	\$
Section B Design Development Design (DD) Breakout	\$
Section B Construction Documents (CD) Breakout	\$
Section B Bidding Breakout	\$
Section B Construction Administration (CA) Add Service Breakout	\$
Section B Closeout Add Service Breakout	\$
Reimbursable Expenses* (Section A and B Design Phase)	\$
Reimbursable Expenses* (Section A Bidding, CA, Closeout Phase)	\$
Reimbursable Expenses* (Section B Bidding, CA, Closeout Phase)	\$

**\*All pricing is to be inclusive of all costs including travel and meals. A detailed breakout of reimbursable expenses should be included in RPF submission**

**ATTACHMENT D: RFP REFERENCE DATA SHEET**

Provide a list of at least three and not greater than five clients that you have recently or are currently providing services for with at least two clients in the public sector and one client from a project that didn't go so well. Please verify that your contact person listed is accurate and still employed with the company.

Reference #1	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #2	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #3	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #4	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #5	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State

**ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION**

*(Use of this form is required when submitting proposal)*

The attached material submitted in response to this project 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 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, 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 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 proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the 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:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT**

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

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1

2

3

4

5

6

<b>Additional Addenda should be written here:</b>

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 list of subcontractors along with their respective trades-if applicable.

<b>The Undersigned agrees to the above statement:</b>
<b>Company Name:</b>
<b>Printed Name:</b>
<b>Signature:</b>
<b>Date:</b>

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on our web site at [www.co.brown.wi.us](http://www.co.brown.wi.us), for this project prior to the due date. No notification will be sent when addendums are published 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.

## ***ATTACHMENT G: RFP APPEALS***

*(This appeals attachment is for your information only, there is no need to sign or mail it back.)*

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

**Submit To:**

Brown County Internal Auditor  
305 E. Walnut St. Rm 102  
PO Box 23600  
Green Bay, WI 54305-3600



**3. Additional Insured**

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured 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.

**4. Adjustment 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.

**5. 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.

**6. Waiver of Subrogation**

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

**7. Certificate of Insurance**

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate 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.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

**The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.**

Brown County Department of Administration  
305 E Walnut Street  
PO Box 23600  
Green Bay, WI 54305-3600

**8. 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 are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

**ATTACHMENT I: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE**

(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 vendor. There is no need to sign or mail it back at this time.)



**BROWN COUNTY PROFESSIONAL  
STANDARD CONTRACT**

Scope of Services is attached to this contract.

<b>Project #:</b>	xyyy
<b>Service Description:</b>	Architectural/Engineering Services for Upper Bay Shore Entrance Re-Development
<b>Time of Performance:</b>	Completion by Date:
<b>Total Amount of Contract:</b>	Maximum Compensation not to Exceed: \$00

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

<b>Performance, schedules and invoices will be approved by the following Brown County Contact:</b>	
<b>Brown County Department:</b>	
<b>Address:</b>	
<b>City, State Zip:</b>	
<b>Phone:</b>	
<b>Email:</b>	

This Brown County Professional Services Standard Contract ("Contract") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ( the "CONTRACTOR"), and Brown County, a body corporate organized under the Laws of Wisconsin ( the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

**WITNESSETH:**

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and

WHEREAS, relying upon the CONTRACTOR’S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (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.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

**1. REQUIREMENTS:** The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:

- A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;
- B. that the CONTRACTOR is required to 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 under this Contract; and
- C. that the CONTRACTOR is required to comply with time schedules and payment terms.

**2. SCOPE OF SERVICES:** The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the Project Detail Scope of Work, Specifications / Drawings (hereinafter referred to as the “Project”), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses as included in attachments. Additional reimbursable fees will not be accepted.

**3. SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under “Payment Schedule”, but only if completion is deemed satisfactory by the COUNTY.

<b>Payment Terms:</b>	Net 30
<b>Check Payable To:</b>	
<b>Invoice Mailing Address:</b>	
<b>City, State Zip</b>	
<b>Invoice Email Address:</b>	
<b>Invoice Phone Number:</b>	
<b>Federal Tax ID#:</b>	

**4. REPORTS:**

- A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY in its sole discretion.
- 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 and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.

- 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 CONTRACTOR. 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 in a timely fashion and as indicated on the top of Page 1 of this Contract 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 herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.
6. **CONDITIONS OF PERFORMANCE AND COMPENSATION:**
- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 "Specific Conditions of Payment" of this Contract under "Specific Conditions of Payment." Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 21 "Force Majeure" of this Contract.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein 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, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.
7. **INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
8. **REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.
9. **SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
10. **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 CONTRACTOR shall submit to the jurisdiction

of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

- 11. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

This contract may be terminated by either party for no reason by giving twenty (20) days written notice to the other party of said termination.

In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

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

- 12. CHANGES:** All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.
- 13. WAIVER:** No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. 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.

**14. PERSONNEL:**

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR 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.

- 15. ASSIGNMENT:** The CONTRACTOR 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 CONTRACTOR 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.

- A. **Records:** Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR 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 or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.
- B. **Documentation of Cost** - All costs of the CONTRACTOR 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, shall be clearly identified, readily accessible and shall be retained in accordance with the laws of the State of Wisconsin.

**16. AUDITS AND INSPECTIONS:** In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR 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 the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

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

Any information provided to the COUNTY'S inspectors or auditors which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

**17. NON-DISCLOSURE:** For the purposes of this Contract, the parties agree to the following definitions.

**Disclosure** - The term "Disclosure" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

**Recipient** - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

**Sensitive and/or Confidential Information** - The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:
  - Applications for services
  - Account numbers or balances
  - Payment histories

- Identity of customers
- Social Security numbers
- Credit reports or histories
- Any other financial information regarding Brown County or its customers
- The terms of this Contract
- HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

**A. Acknowledgment of Confidential Relationship** - The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

**B. Use and Disclosure of Sensitive and/or Confidential Information** - The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR 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 the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

**C. Title remains with the COUNTY** - All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

**D. Indemnification by the CONTRACTOR** - The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage will immediately occur to the COUNTY and CONTRACTOR will defend and indemnify the COUNTY, its officers, employees,

agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney’s fees, incurred by the COUNTY as a result thereof.

- E. Duty of Inquire** - If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:

<b>County Department:</b>	Corporation Counsel
<b>Contact Name:</b>	David Hemery
<b>Mailing Address:</b>	305 E Walnut Street
<b>City, State Zip:</b>	Green Bay, WI 54301
<b>Email:</b>	<a href="mailto:david.hemery@co.brown.wi.us">david.hemery@co.brown.wi.us</a>
<b>Phone:</b>	(920) 448-4006

For CONTRACTOR inquire to:

<b>Contractor:</b>	
<b>Contact Name:</b>	
<b>Mailing Address:</b>	
<b>City, State Zip:</b>	
<b>Email:</b>	
<b>Phone:</b>	

- F. Duty to Safeguard** - Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

**18. 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 COUNTY, 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 Contractor and Employees** - If the CONTRACTOR is aware or becomes aware that any person described in Section A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR 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 CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

**19. DISCRIMINATION PROHIBITED:**

- A.** The CONTRACTOR 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. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.

- B. The CONTRACTOR 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.

**20. INSURANCE:**

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR 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 have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 23 "Notices" of this Contract, of any change, cancellation or non-renewal during the term of this Contract.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and 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 this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

**21. FORCE MAJEURE:**

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating 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 said notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR 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, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

**22. OTHER PROVISIONS:**

- A. **Publicity Releases** - The CONTRACTOR 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 the COUNTY.
- B. **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 is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.
- C. **Independent Contractor Status** - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

**23. NOTICES:** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

For COUNTY inquire to:

<b>County Department:</b>	Brown County Purchasing
<b>Mailing Address:</b>	305 E Walnut Street, 5 <sup>th</sup> Floor, PO Box 23600
<b>City, State Zip:</b>	Green Bay, WI 54305-3600
<b>Email:</b>	<a href="mailto:BC_Administration_Purchasing@co.brown.wi.us">BC_Administration_Purchasing@co.brown.wi.us</a>
<b>Phone:</b>	(920) 448-4040

For CONTRACTOR inquire to:

<b>Contractor:</b>	
<b>Mailing Address:</b>	
<b>City , State, Zip:</b>	
<b>Email:</b>	
<b>Phone:</b>	

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

- 24. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
- 25. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract
- 26. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
- 27. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.
- 28. "PIGGYBACK" CLAUSE:** Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

**Attachment B: Completed Cost Sheet**

**\*\*\*Continue To Next Page (Signature Page)**

**SIGNATURE PAGE**

**BROWN COUNTY PURCHASING**

Dale DeNamur, Senior Buyer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BROWN COUNTY FAIRGROUNDS**

Matt Kriese, Brown County Parks Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BROWN COUNTY EXECUTIVE**

Troy Streckenbach, County Executive

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

*(To be signed by the person authorized to legally bind your firm to this contract)*

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
*(Required)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:**

Original – Purchasing

Copy – Contractor(s)

Copy – Responsible Department(s)