



REQUEST FOR PROPOSAL

For

County of Dunn, Wisconsin

Administration Department, Purchasing

RFP #2014-13

Design/Architectural and Engineering Services

Proposals must be received
no later than
2:00pm Local Time, October 31, 2014

SPECIAL INSTRUCTIONS:

All proposals must be sealed and clearly marked "Proposal for Project #2014-13"

Mail or Deliver to:

Dunn County
Patty Isaacson - Administration Department
800 Wilson Avenue
Menomonie, WI 54751

For further information regarding this proposal, contact Patty Isaacson at 715-232-2429 or pisaacson@co.dunn.wi.us.

Dunn County reserves the right to terminate the selection process at any time and reject any or all offers. The County shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.

Interested vendors must inform purchasing, prior to proposal submission deadline, if they have any pre-existing business relationship(s) with the County related to this project that may conflict with a potential contract award.

1.0 INTRODUCTION AND PURPOSE

Statement of Intent

Dunn County is requesting proposals from qualified architect/design/engineering providers for the renovation of a portion of the existing Dunn County Government Center.

This project is the third and final phase of a multi year capital improvements effort aimed at improving the efficiency of County facilities in general.

- Phase 1 was the construction of the “Neighbors” of Dunn County a 137 bed skilled nursing facility replacing the Dunn County Health Care Center.
- Phase 2 was the remodeling of the Dunn County Health Care Center for the relocation and occupancy by those County departments who provide a variety of health and human services. Phase 2 is expected to be completed in March of 2015.
- Phase 3 will be the remodeling of the Dunn County Government Center for occupancy by offices not relocated in Phase 2 and the destination for relocation of the Dunn County Environmental Services Department.

While input, suggestions, recommendations are welcome the County is not interested in conducting major space utilization analysis for this phase of our capital improvements efforts. We believe that in general we know that which it is that we want to do.

- We want to consolidate the office occupied by the Information Technology Division of the Department of Administration into the lowest level of the south wing of the Government Center, a space currently occupied in part by the Department of Public Health;
- We want to relocate, in its entirety, the Environmental Services Department from their current leased space into either the second or third floors of the east and west north wings of the Government Center. (A relocation to the second floor would necessitate the moving of the Corporation Counsel’s department,) and;
- We want to remodel the offices of the County Treasurer and County Clerk so that greater collaboration can be achieved and that concepts such as shared staff can be more readily implemented;
- We want to implement cosmetic improvements i.e. painting, floor coverings, etc. which has not been addressed since the buildings remodeling in the late 1990’s and will want to address any security concerns identifiable.

It is most likely that, while desirable, changes in things like environmental building systems are beyond the financial scope of this project.

Subcontracting

Prior to the implementation of a subcontracted service, Dunn County shall approve any contracts, leases and costs. No right or duty in whole or in part of the proposer under this contract shall be assigned or delegated without the prior written consent of Dunn County.

Procuring and Contracting Agency

The Administration Department issues this RFP for Dunn County. The Risk Management and Purchasing Manager is the sole point of contact for Dunn County during the RFP process. The person responsible for managing the procurement process is:

Patty Isaacson
Administration Department
800 Wilson Avenue
Menomonie WI 54751

Phone 715-232-2429
Fax 715-232-1324
Email pisaacson@co.dunn.wi.us

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document prior to the submission of the proposal. RFP questions may be submitted until the date/time listed in the Calendar of Events via fax, email, or mail (no phone or verbal questions will be accepted). The County

is not responsible for the delivery or timeliness of the delivery of any questions submitted. It is the sole responsibility of the provider to ensure delivery of faxed and emailed messages.

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency exists in the RFP, the proposer should immediately notify the purchasing manager of such error and request modification or clarification of the RFP document. In the event that it becomes necessary to provide a correction or clarification which revises any part of this RFP, a written amendment will be sent to all recipients of this RFP and posted if applicable. **Questions to any person other than the contact listed above will not receive a response.**

Pre-Proposal Conference/Tour

Interested proposers are invited to tour the project site. All proposers will tour the facility at the same time so each proposer hears all questions and answers. Due to staffing and time constraints, no other site visits will be scheduled for this project. This site visit will be held at the Dunn County Government Center on October 16, 2014 at 2:00pm local time. All proposers will meet in Administration Department of the Dunn County Government Center, 800 Wilson Avenue, Menomonie WI.

If you plan to attend the site visit, please email Patty Isaacson, no later than 4:00pm local time October 15, 2014 and indicate your company name and the number of individuals attending.

Calendar of Events/Project Schedule

Listed below is a schedule showing key dates related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by Dunn County. In the event that Dunn County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP via the internet or email.

Date	Event
10/03/2014	Post RFP
10/16/2014	Site Showing – 2:00 pm local time
10/17/2014	Proposer Questions Due – 2:00pm local time
10/21/2014	DUNN COUNTY Responses released
10/31/2014	RFP Due Date – 2:00pm local time
11/2014	Architect Selection By
Early Spring 2015	Construction Start
December 2015	End Construction & Departments Moved

Document Opening

Proposals will be opened and the name of the respondent read at the time indicated. Details of each proposal, including proposed fees, shall not be announced at the time of opening. Such information shall be made public after an award has been made and all negotiations are completed.

Contract Term and Funding

The Dunn County Administration Department shall be the administrator of any contract resulting from this RFP. The contract shall be effective on the date a contract is signed by both parties. It is specifically understood that any contract is subject to statutory authorization and available funding.

The staff to be retained under this contract is intended to start work immediately and entire project (including the construction) shall be completed December 2015.

Amendments to the Contract

Amendments to the contract by adding or deleting specific services will be allowed to provide for services required or no longer required by Dunn County. All amendments, modifications or clarifications shall be in writing signed by the Proposer and Dunn County. No payment for services shall be made until an amendment, modification or clarification has been signed by both parties.

Proprietary Data

Submittals and any other information submitted by Proposers in response to this RFP shall become the property of Dunn County. Proposers must clearly identify any proprietary information that the contractor does not want disclosed to the public. Each page of proprietary information must be clearly marked "CONFIDENTIAL". Dunn County and its contract evaluators and negotiators may use data or information so identified in performing their duties. Disclosure of any proprietary information by Dunn County shall be in accordance with the laws and regulations regarding disclosure in force in the State of Wisconsin.

Responsibility of Dunn County

The Project Coordinator shall be the contact person once a contract is signed and will serve as the liaison for Dunn County concerning any contract issues resulting from this RFP. The Project Coordinator shall be available during regular business hours to address concerns of the provider.

Dunn County will supply additional background information as requested if submitted to Dunn County by the question due date specified in the calendar of events.

2.0 PREPARING AND SUBMITTING A PROPOSAL

General Instructions

The evaluation and selection of Proposals will be based on the information submitted in response to the RFP plus information obtained from references. Incomplete submittals and those not meeting the format requirements will be evaluated only if deemed in the best interest of the County. The Proposer should respond with sufficient detail for Dunn County and its evaluators to clearly understand the proposal. The Proposer is expected to respond to all items in as much detail as necessary for Dunn County and its resources to make an objective evaluation of the RFP responses.

Incurring Costs

Dunn County is not liable for any cost incurred by proposers in replying to this RFP. Dunn County reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed to be in the best interest of Dunn County.

Proposal Format

RFP submittals must be submitted in the format outlined in Section 4.0 Specifications of this document. Submittals will be evaluated solely on their responsiveness to the requirements of this procurement and not on information which a proposer includes but is not relevant to this RFP.

Proposers must submit *proposals* by date/time listed in the Calendar of Events and delivered in a sealed envelope (or box/container) and marked: RFP #2014-13.

- One (1) original UNBOUND and two (2) copies BOUND of the proposal;
- One (1) CD or USB Drive
- One (1) original of the cost proposal (Submitted in **SEPARATE SEALED ENVELOPE**).

All proposals shall be delivered and date/time stamped by the Administration Department when received. Proposals not so stamped will not be accepted. Receipt of a proposal by another department in Dunn County does not constitute receipt of a proposal by the Administration Department of this RFP. All proposals received in response to this request will become the property of Dunn County and will not be returned to the proposers.

Dunn County will not accept electronic or faxed responses. Electronic and faxed responses will be rejected.

Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals. The cost proposal form represents all costs to be considered in

making comparisons in order to award the contract. Dunn County will not pay fees for services not itemized on the bid.

Unanticipated Services

Dunn County reserves the right to negotiate with the awarded Proposer(s) reasonable fees for services unanticipated or not existing at the time of the awarding of the contract. Dunn County may, at its option, contract for them through an alternative process.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

Proposal Scoring

Proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in rejection of the proposal. In the event that all proposals do not meet one or more of the mandatory requirements, the evaluation committee reserves the right to continue evaluation of the proposals which most closely meet the mandatory requirements of the RFP.

The Proposer’s response to each of the requirements of this RFP shall be independently evaluated by each member of an evaluation committee, consisting of individuals who have been selected because of their special expertise and knowledge of the services that are the subject of this RFP. Proposers may not contact members of the evaluation committee at any time during this procurement process. The evaluation committee’s scoring will be tabulated by the purchasing manager, and proposals will be ranked on the basis of their total scores. The cost portions of the proposals will remain sealed and unopened at this time.

Proposer’s response must demonstrate an understanding of all the requirements. This may be done by citing how the Proposer has met these requirements in other similar situations. Each proposal shall be evaluated in all areas listed in the Evaluation Criteria. Failure of a proposer to provide clear and accurate information within submitted documents may be reflected in the scoring of evaluators. Upon the request of the evaluation committee, the purchasing manager may initiate inquiries for the purposes of confirming or verifying proposal information already provided. The evaluation committee and its members will not contact any proposer except through the purchasing manager.

An interview process may be deemed necessary by the evaluation committee and may be scheduled with one or more proposers to clarify and explain information given in the written submission. Such interviews shall be scheduled at a time and in a manner agreeable to the proposer, so failure to accommodate or fulfill interview requests from the committee through the purchasing manager may result in rejection of a proposal.

Right to Reject Proposals and Negotiate Contract Terms

Dunn County reserves the right to select the proposal deemed to best meet the requirements of the County, which may not be the lowest cost proposal. The evaluation committee reserves the right to reject any and all proposals at any time during the evaluation process.

The County may negotiate terms of contract with the selected Proposer based on the requirements in this RFP and the selected Proposer’s response thereto. Dunn County reserves the right to waive any irregularities and technicalities that are not germane to a Proposer’s ability to meet the requirements of the RFP.

Evaluation Criteria

The proposal will be evaluated according to the following criteria:

Section Name	Percentage of Total
Background, Experience and Qualifications	20%
Technical Approach	20%
Costs	60%

Final Evaluation, Award and Final Offers

Based on information obtained through any inquiries, reference checks and interview process, the evaluation committee shall review their evaluations and may make adjustments to their individual scores. The purchasing manager shall make any changes in the scoring tabulation required by these adjustments, and the final rankings will be determined. Once there are no further criteria to be considered, and purchasing manager may open and score the cost proposal portions and tabulate final scores.

Dunn County intends to award a contract to the proposer whose response best meets the requirements of the RFP as reflected in the above criteria. The requirements of this RFP reflect the needs of the County.

There is no financial obligation on behalf of the County until a contract is signed. The contract shall be effective on the date of approval by Dunn County. Dunn County shall not be responsible for work done, even in good faith, prior to approval the contract. The selected Proposer will be considered the prime contractor and shall designate a contact person with regard to all contractual matters at the time the contract is signed.

Notification of Intent to Award

All parties who respond to this RFP will be notified of Dunn County's intent to award the contract as a result of this RFP.

4.0 SPECIFICATIONS

Project Statement/Overview

Dunn County is looking to hire architect/design & engineering services for the renovation of the existing Government Center. The selected firm will be instrumental in advising the County Project Coordinator and Committees on the recommended renovation.

The selected firm would be required to work as a team with the individual departments, Committees and General Construction Contractor throughout the process, from Pre-design thru Post Construction.

Proposal Format

The response to the RFP shall be submitted bound with sections tabbed as listed below.

- Table of Contents
- Executive Summary
- Section I – Background, Experience and Qualifications
- Section II - Technical Approach
- Section III - Financial
- Appendix
- W-9
- Cost (separate sealed envelope)

Table of Contents

Each Proposal shall include a table of contents properly indicating the section and page numbers of the information included. Pages shall be numbered consecutively from the beginning of the document to assist in finding relevant information.

Executive Summary

Each RFP shall include a concise abstract one (1) page stating the proposer's overview of the project. This should be used to summarize the scope of services that would be offered by your firm and qualifications for this project.

Section I – Background, Experience and Qualifications

Section I should provide an overview of the organization's approach to this project. This may include an organizational vision or mission statement. Include your firm's experience and commitment in working with

governmental bodies and examples of specific knowledge and expertise related to this type of project, including project management skills.

- A. **Firm Profile:** Provide general information (brief history) on the responding firm, including: name, business address, telephone number, officers of the firm, and contact person(s) for this procurement. Provide the year the Proposer's firm was established, and former firm name(s) if applicable. State the number of years your firm has offered these services. Indicate the number of full-time personnel employed by your firm, separately listing the number of administrative personnel and the number of employees currently employed in staffing assignments. Identify the individual(s) in your firm who administer these contracts, and the individual who will be the project administrator for the Dunn County contract.

List any accreditations or qualifications of the individual(s) who will administer the Dunn County project. Also, describe how your firm will assure the competence and qualifications of individuals who will be assigned to the Dunn County project.

- B. **Proposer's Team Information:** Provide a project organizational chart that identifies the administrative employees of the Proposer's firm that would administer and manage the project. Specify the team members by their name, job title, and training. A brief resume of all individuals involved in the administration of this project should be included, and the evaluation committee shall evaluate these credentials as part of the score for "Experience and Qualifications." If the Proposer has more than one office which will be involved with the project, indicate the personnel from each office assigned to this project.
- C. **References:** Provide a minimum of three (3) references for projects of similar size, scope, and complexity located in Wisconsin (if available) indicating the Proposer's recent experience with government institutions. References should be for projects where the Proposer is the prime contractor. Each reference should include the following:
- Project Identification: Name of project owner and type of project. Dunn County is especially interested in receiving references from projects that most closely match our process. Please note the contracts that were for government clients.
 - Project Date: Start and end dates
 - References: Names and contact information of references

Section II – Technical Approach

Dunn County is looking to hire architect/design & engineering services for the renovation of the existing Government Center. The selected firm will be instrumental in advising the County Project Coordinator and Committees on the recommended renovation.

The selected firm would be required to work as a team with the individual departments, Committees and General Construction Contractor throughout the process, from Pre-design thru Post Construction.

Most of the renovations will occur on the Lower Level and Third floor with a minimal amount on First floor. The renovation will result in office spaces for County Departments.

Architectural & Engineering Requirements

- Firm or design professional must be currently licensed to provide architectural & engineering services within the State of Wisconsin.
- The firm or design professional must have governmental design experience within the last 10 years.
- If the firm receives a RFP packet from any source or entity other than Dunn County, the Firm is responsible for contacting the Dunn County Purchasing Department and request Firm's name to be put on the bid list for the project. Failure to do so in no way obligates the County to mail addendum or other information concerning this request to the firm.
- If you have questions regarding this RFP, see Section 1.0 Procuring and Contracting Agency.

SCOPE OF WORK

Complete Architectural & Engineering Services to include, but not limited to:

Consulting/ Schematic Design

- Meet with Department staff to assess their space needs (Environmental Services, Information & Technology, County Clerk and County Treasurer)
- Attend County meetings and advise as necessary.
- Provide documentation and minutes for design meetings.
- Proposed timeline of Project Design Services.
- Advise on recommended “Phases” for project completion.
- Development of the construction budgets.
- Development of a bidding strategy plan (Contractor Minimum Qualifications, Bidding Timeline, Strategic Bid Packages, etc.)

Design Development and Construction Drawings

- Develop design concepts for the renovation of existing facility
- Design Development (DD) plans for Committee review
- Construction Drawings (CD) for Committee review
- DD Renderings shall be provided of the interior spaces.
- Provide two (2) photocopies and one (1) electronic copy of CD, DD, Renderings and budget updates for review and approval by County throughout the design process.
- Drawings, plan specifications and bid documents.

Bidding/Construction Documents

- Pre Bid Meetings
 - Coordinate the bidding process with County staff.
- Develop Plans and Specifications and Bid Documents in “Bid Ready” format.
- Coordinate & Distribute Bid Documents.
- Respond & release addenda(s) as needed to contractor questions and clarify any issues of the project.
- Dunn County will be the owners of the documents and plans. Provide (1) digital and (1) hard copy of complete bid packets, plans and specifications to Dunn County.
- Bid Review
 - Work with County staff to review contractor bids for design compliance
 - Work with County staff to recommend Contractor award. County will distribute award letter.

Construction Administration

- Coordinate and run pre-construction and construction meetings with General Contractor and County staff.
- Review and respond to Request for Information (RFI) submitted.
- Coordinate, review and approve/reject Change Orders with County staff and General Contractor.
- Review and approve payment applications from the General Contractor with County staff.
- Coordinate monthly review of change orders, contingency, budgeting, etc. with County staff.
- Project Close-Out Activities
 - Provide punch list at the completion of the project.
 - Coordinate occupancy requirements with General Contractor and County staff.
 - Conduct post-occupancy inspection
 - Turn building over to Dunn County.

Section III – Financial Information

- A.** Financial History of Proposer’s Firm: Provide a copy of your most recent annual report or letter from firm guaranteeing financial soundness of the firm.
- B.** Full disclosure of all lawsuits and claims filed against proposer in the past five (5) years.

5.0 COST PROPOSAL

Proposers must complete a **Cost Proposal and Signature Page**” per instructions stated in Section 2 and include a break out of costs as indicated below plus signature of employee authorized to enter into a contract with Dunn County.

Fee Proposal

- Consulting/Schematic Design
 - Provide a detailed cost proposal for services provided during the schematic design phase
- Design Development/Construction Drawings
 - Provide a detailed cost proposal for services provided during the design development phase
- Bidding/Construction Documents
 - Provide a detailed cost proposal for services provided during the bidding/construction documents phase
- Construction Administration
 - Provide a detailed cost proposal for services provided during the construction administration
 - Provide an estimate of reimbursable costs to be required throughout the design and construction process.
 - Provide a listing of items to be billed against reimbursable costs with their associated unit costs.



DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

Print or Type

Please see attachment or reverse for complete instructions.

This form can be made available in alternative formats to qualified individuals upon request.

<p>➤ <i>Legal Name (as entered with IRS)</i> If Sole Proprietorship or LLC Single Owner, enter your Last, First, MI.</p> <hr/> <p>➤ <i>Trade Name</i> Enter Business Name (if different from above)</p> <hr/> <p>➤ Remit Address (where check should be mailed) PO Box or Number and Street, City, State, ZIP + 4</p> <hr/> <p>➤ Order Address (where order should be mailed; only if different from remit) PO Box or number and street, City, State, ZIP + 4</p> <hr/> <p>➤ 1099 Address (for return of 1099 form; only if different from remit) PO Box or number and street, City, State, ZIP + 4</p>	<p>➤ Entity Designation (check only one) <u>Required</u></p> <p><input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation (includes service corporations) <input type="checkbox"/> Limited Liability Company – Partnership <input type="checkbox"/> Limited Liability Company – Sole Proprietor <input type="checkbox"/> Limited Liability Company - Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Hospital Exempt from Tax or Government Owned <input type="checkbox"/> Long Term Care Facility Exempt from Tax or Government Owned <input type="checkbox"/> All Other Entities</p> <p>➤ Taxpayer Identification Number (TIN) <u>Required</u></p> <p>If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you show the SSN.</p> <hr/> <p>Check Only One <u>Required</u> (see "Instructions")</p> <p><input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</p>
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Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number ()
Signature		Date (mm/dd/ccyy)

For Agency Use Only

Return completed form via facsimile machine or to the address listed below.

Failure to file this form will require Dunn County to begin backup withholding of 28% on future payments and mail to the IRS.

If an effort to be sustainable Dunn County requests (whenever possible) you email this completed form back to the Dunn County employee/department with whom you are working.

PROPOSAL SUBMISSION REQUIREMENTS

- A. **No information provided verbally, or by any other personnel, will be considered binding.** All proposers should use this written document and its attachments as the sole basis for proposal at this time.

Additionally, DUNN COUNTY prohibits communication initiated by the proposer to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

- B. **CONTENTS OF PROPOSAL** - All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.

If an oral presentation/interview is required of selected finalists, it shall be at the proposer's expense. However, an award may be made without discussion with the proposers. Therefore, proposers are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

- C. **NONCONFORMING TERMS & CONDITIONS** - A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as non responsive. Dunn County reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

- D. **ALTERNATE PROPOSALS** - An alternate proposal is viewed by the County as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its prime proposal. The County may consider or reject any or all alternate proposals submitted.

- E. **RESERVATIONS** - This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. Dunn County reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of Dunn County to do so.

- F. **NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS** - No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.

- G. **AMENDMENT OF PROPOSALS** -

By County: Requests for Proposals may be amended by the Purchasing office in response to the need for further clarification, specifications and/or requirements changes, new opening date, etc.

By Vendor: Proposals may only be amended after receipt by the Purchasing office by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by Dunn County.

- H. **WITHDRAWAL OF PROPOSALS** - Proposals may be withdrawn only in total and only by a written request to the Purchasing office prior to the time and date scheduled for opening of proposals.

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

CONTRACTUAL REQUIREMENTS

1. **INSURANCE REQUIREMENTS** – Proposer shall agree that it will, at all times during the term of the contract, keep in force and effect insurance policies in accordance with the provisions below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Dunn County will be named as additional insured with respects to General Liability. Prior to execution of the written contract, the successful proposer shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty - (30) days advance notice of cancellation or no renewal during the term of the contract.

OSHA and Worker's Compensation and Employer's Liability Insurance – Maintain and comply with OSHA rules and regulations while on Dunn County premises and Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. The County shall not be liable to successful Resident, its employees, or subcontractors for any injuries to them arising out of the performance of work under this agreement. Successful Proposer agrees and shall ensure that its subcontractor's and each of their worker's compensation insurance carriers shall agree to waive any and all rights of recovery from the County for worker's compensation claims made by their employees. The successful Proposer agrees that the indemnification and the hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employee.

Professional Liability – When required, minimum coverage is \$1 million. Provide, upon request, an insurance certificate(s) indicating this coverage, covering the period of this agreement/contract.

Failure to submit an insurance certificate, as required, can make the contract void able at the County's discretion. Additionally, the Proposer shall not allow any subcontractor to commence work until the insurance certificates, where applicable, have been obtained from the subcontractor and approved by Dunn County.

2. **APPLICABLE LAW** - Any law suits related to or arising out of disputes under this contract shall be commenced and tried in the Circuit Court of Dunn County, Wisconsin and Dunn County and successful proposer shall submit to the jurisdiction of the Circuit Court for such lawsuits.

3. **NONDISCRIMINATION** -Dunn County is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental handicap in regard to any position for which qualified.

Further you are advised that as a contractors, subcontractors, vendor, or lessee of Dunn County, you may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract or purchase order shall constitute your agreement that you will not discriminate against any employee or applicant for national origin, age, or physical or mental handicap in regard to any position for which qualified; and that you will comply with other specific requirement of these laws. In the event of noncompliance with the nondiscrimination clause, this purchase order or contract may be canceled, terminated, or suspended in whole or in part you may be declared ineligible for further contracts or purchase orders

4. **INDEPENDENT CONTRACTOR STATUS** - The Proposer agrees that it is an independent Contractor with respect to the services provided pursuant to this contract. Nothing in this contract shall be considered to create the relationship of employer and employee between the parties.

5. **AMENDMENTS TO CONTRACT** - This contract may be modified only by written amendment to the contract, signed by both parties.

6. **AUDITOR ACCESS** - In the event that Dunn County deems it necessary to conduct an audit or inspection, Proposer shall, during normal business hours, furnish or make available at a time designated by Dunn County and in the form required by Dunn 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 Proposer's custody or control.

Proposer shall provide Dunn County inspectors or auditors access to all property, equipment and facilities in Proposer's custody or control relating to this contract. Proposer shall be expected to provide, at Proposer's expense, reasonable time by Proposer's personnel as may be required for Dunn County inspectors or auditors to perform the inspection or audit.

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

7. **PUBLICITY RELEASES** – Proposer agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Dunn County.

8. **INDEMNIFICATION AND DEFENSE OF SUITS** - The Proposer agrees to indemnify, hold harmless, and defend Dunn County, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out

of the acts, errors, or omissions of the successful proposer, its employees, agents or subcontractors.

9. **FORCE MAJEURE.** If the performance of any part of this Contract by either party is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the party who has been so affected shall immediately give notice to the other party of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Contract shall immediately be suspended. If the period of nonperformance exceeds fifteen (15) business days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Contract.

10. **TERMINATION OF CONTRACT** - If through any cause, the Proposer shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Proposer shall violate any of the covenants, agreements or stipulations of this contract, Dunn County shall thereupon have the right to terminate this Contract by giving written notice to the Proposer specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Proposer under this contract shall, at the option of Dunn County, become the property of Dunn County.

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

Dunn County further reserves the right to terminate this contract at any time for any reason by giving vendor a minimum of sixty (60) days written notice by return receipt mail of such termination. In the event of said termination, vendor shall not reduce its activities hereunder unless agreed in advance by Dunn County. The vendor will be paid according to the contract for services rendered through the date of termination.

The successful vendor may, at its option, terminate the contract, once executed, upon the failure of Dunn County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, vendor shall be paid the compensation due for all services rendered through the date of termination. Written notification of termination must be delivered to Dunn County at least one hundred twenty (120) days before the effective date of termination.

The vendor must cooperate with Dunn County in the event of termination so as to ensure that Dunn County can maintain continuity of service delivery.

11. **PREVAILING WAGE** - The contractor shall abide by the State of Wisconsin, Department of Workforce Development prevailing wage requirements (State Statute 66.0903) if applicable.

12. **INVOICING** - The County is subject to payment provision of 1989 Wisconsin Act 233. The County, after receipt of a properly completed invoice or receipt and acceptance of the property or service whichever is later, will make payment within thirty (30) days as long as the properly completed invoice or receipt is received on or before the 4th of the month. If a properly completed invoice or receipt is not received by the 4th of the month, the contractor waives the right to collect interest under 1989 Wisconsin Act 233 if payment is not made within thirty (30) days.

13. **TAXES** – Dunn County and its Departments are exempt from payment of all federal taxes and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below:

1. Dunn County, including all of its departments, is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco product, motor vehicle fuel engine oil, and aviation fuel. However, Dunn County is exempt from payment of State of Wisconsin sales or user tax on this purchase. Dunn County may be subject to other states taxes on its purchases dependent upon the laws of that state.

2. Contractors performing construction activities are required to pay state user tax on the cost of materials.

3. The Wisconsin Department of Revenue does not issue states sales exempt numbers to Counties per Wisconsin Statute 77.54(9)(a).

14. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

1. By signing this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

a. The process in this proposal has been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or to any competitor; and

c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

15. **CONTRACT** - The Proposer will be required to enter into a formal contract with Dunn County.

VENDOR REFERENCES

Reference #1

- 1) Agency Name _____
Agency Address _____
Contact Person _____ Contact Number _____
E-Mail _____ Fax Number _____
Contract Term (original, extensions, renewals, rebids) _____

Reference #2

- 2) Agency Name _____
Agency Address _____
Contact Person _____ Contact Number _____
E-Mail _____ Fax Number _____
Contract Term (original, extensions, renewals, rebids) _____

Reference #3

- 3) Agency Name _____
Agency Address _____
Contact Person _____ Contact Number _____
E-Mail _____ Fax Number _____
Contract Term (original, extensions, renewals, rebids) _____