



AGENDA

SPACE & PROPERTIES COMMITTEE

MEETING DATE:	Tuesday, July 11, 2017
MEETING TIME:	3:00 PM
MEETING LOCATION:	Starting in foyer of the Annex, 1462 Strongs Avenue, Continuing to Courthouse, 1516 Church Street, Continuing to Health Care Center, 825 Whiting Avenue, Continuing to Health & Human Services, 817 Whiting Avenue, And Continuing to and remaining at the Portage County Aging & Disability Resource Center, 1519 Water Street, Stevens Point in the Multi-Purpose Room.
AGENDA:	Call to Order Roll Call
PUBLIC NOTICE:	Members of the Public who wish to address the Space and Properties Committee on specific agenda items must register their request at this time, with such comments subject to the reasonable control of the Committee Chair as set forth in Robert's Rules of Order.
DISCUSSION/POSSIBLE ACTION:	Tour Portage County buildings to review storm damage starting in the foyer of the Annex, 1462 Strongs Avenue, Continuing to Courthouse, 1516 Church Street, Continuing to Health Care Center, 825 Whiting Avenue, Continuing to Health & Human Services, 817 Whiting Avenue, And Continuing to Aging & Disability Resource Center, 1519 Water Street, Stevens Point. Attached is a memo from Corporation Counsel regarding rules of meetings at different locations.
REVIEW VENDOR INVOICE LIST:	Review Vendor Invoice Lists Dated May 31, 2017
APPROVAL:	Meeting Minutes for June 6, 2017 & June 26, 2017
CORRESPONDENCE:	Letter from Mayor Wiza dated June 5, 2017 RE: Sale of Space in City/County Building; and letter from Mayor Wiza dated June 27, 2017 RE: Lease Extension of Library Building.
DISCUSSION/POSSIBLE ACTION:	County Response to Mayor Wiza's letters listed above; RE: Sale of Space in City/County Building, and letter RE: Lease Extension of Library Building.
DISCUSSION/POSSIBLE ACTION:	Request use of Annex Conference Room 1&2 with buffet set up in hallway for 4-H Volunteer Leaders Recognition Banquet Friday, November 10 th 5 p.m. to 9 p.m.
DISCUSSION/POSSIBLE ACTION:	Procurement Director to provide an update of the Tax Deed Property sale placed on Wisconsin Surplus.
DISCUSSION/POSSIBLE ACTION:	Approval of Resolution for Bid from Norcon Corporation for Courthouse Ramp Replacement Project in the amount of \$109,845.00.

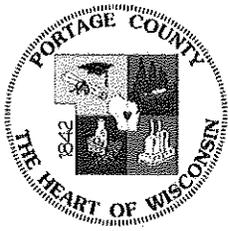
PORTAGE COUNTY

Todd Neuenfeldt
Carl Hurrish

FACILITIES MANAGEMENT

Facilities Director
Facilities Asst. Director

DISCUSSION/POSSIBLE ACTION:	Facilities Director define Roles & Responsibilities of John Cain, Staff, Space & Properties Committee, Owners Representative, and Architect & Engineering Firm. Copies will be distributed at meeting.
DISCUSSION/POSSIBLE ACTION:	Review and approve updated RFP for Owners Representative for the New Government Building. Copies will be distributed at meeting.
DIRECTOR'S REPORT:	<ul style="list-style-type: none">• Daily Operations
NEXT MEETING DATE:	Tuesday, August 1, 2017 at 5:00 p.m. in ADRC Multi-Purpose Room.
ADJOURNMENT:	
IMPORTANT NOTICES:	Tax Deed Sale will be on August 1, 2017. A quorum of the Portage County Board Supervisors, or any committee thereof, may be present at this meeting. Any person who has special needs and plans on attending this meeting should contact Todd Neuenfeldt to request reasonable accommodations. Todd Neuenfeldt can be reached by telephone at (715) 346-1598, or by mail at 1462 Strongs Ave, Stevens Point WI 54481, or by e-mail at neuenfet@co.portage.wi.us



OFFICE OF THE CORPORATION COUNSEL

PORTAGE COUNTY, WISCONSIN
1516 CHURCH STREET
STEVENS POINT, WISCONSIN 54481
715-346-1368

TO: Members of Space and Properties Committee

FROM: Lacey L. Coonen, Interim Corporation Counsel

RE: Travel to different locations for June 26th and 27th Committee Meeting

Date: June 26, 2017

You are receiving this memo because you may be traveling with other committee members to off-site locations in order to accomplish business as part of a committee meeting.

The Wisconsin Attorney General's Office takes the position that such off-site business may be done in a manner consistent with Wisconsin's open meeting law, so long as precautions are taken.

First, the notice of the meeting must list all places/locations that the committee will be visiting and must list the order in which they will be visited. Review your agenda and make sure that you only go to the locations listed in the agenda in the order they are listed on the agenda. This allows the public to follow along if they so choose.

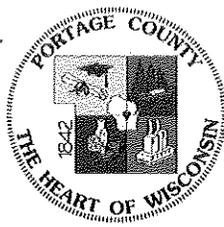
Second, the locations visited must be reasonably accessible to the public at all times.

Third, you may only discuss business during those times when the committee members are convened at one of the particular locations.

Committee members may travel together or separately between locations, but if half or more of the committee members travel together, they may **NOT** discuss governmental business (i.e., do NOT gather information, discuss information, and/or act on business with the committee's authority) when their vehicle is in motion (as a moving vehicle is not accessible to the public).

If you have any questions or concerns please do not hesitate to contact me.

~LLC~



**Minutes
SPACE & PROPERTIES COMMITTEE**

MEETING DATE:	Tuesday, June 6, 2017
MEETING TIME:	5:00 PM
MEETING LOCATION:	Multi-Purpose Room at the Portage County Aging & Disability Resource Center, 1519 Water Street, Stevens Point, WI 54481
MEMBERS PRESENT:	Jeanne Dodge, Dave Medin, Don Jankowski, Don Butkowski, and Jerry Walters
CALL TO ORDER:	Meeting was called to order by Dodge at 5:00 p.m.
ROLL CALL:	Revealed a quorum. Suzanne Bostwick with cwACT to speak on 1039 Ellis Street location for Haunted House.
APPROVAL: Meeting Minutes for May 2, 2017 and May 16, 2017	Motion by Walters to approve. Seconded by Medin. Motion carried by unanimous voice vote.
DISCUSSION/POSSIBLE ACTION: Opening and possible awarding of bids on the following Tax Deed Parcels:	
ITEM 4-2017 CITY OF STEVENS POINT 916 Portage St 281-24-0829303109 Stevens Point, WI 54481	No bids were received on 916 Portage. Motion by Walters to put on WI Surplus to post for 30 days with minimum bid of \$500.00. Seconded by Medin. Motion carried by unanimous voice vote.
LEGAL DESCRIPTION: S 66' LOT 3 BLK 23 STRONG ELLIS & OTHERS ADD APPRAISED VALUE: \$10,000	
ITEM 5-2017 CITY OF STEVENS POINT 1823 California Ave 281-24-0833400215 Stevens Point, WI 54481	Lacey Coonen, Interim Corporation Counsel reported an issue with the parcel at 1823 California Avenue. The bidding process had to be cancelled due to an administrative error. As stated in the attached letter from Coonen, "Unfortunately, the error was not discovered until the end of the bidding process, therefore, the error prevented the County from legally following-through with and completing the bidding process."
LEGAL DESCRIPTION: LOT 7 & W10' LOT 8 BLK 1 ROBERTS SUB & PRT VAC ALLEY DESC 764524 BNG PRT NESE S33 T24 R8 520/468 764524-RES APPRAISED VALUE: \$45,000	"In order to return the earnest check/money order to any individual who bid on the parcel, any sealed bid that may have been received needed to be opened to obtain the individual's name and address. To ensure that any sealed bids and amounts remained confidential, I opened the bid only to obtain this information, addressed return envelopes to the individual who made the bid, resealed the bid and check/money order into the return envelope, and signed and dated across the envelope seal during the open meeting to ensure transparency in the process. None of the individuals who are normally involved in the process of receiving and opening the bids were

	<p>involved with opening the bid to ensure the confidentiality of the sealed bid. Any bid that was received is being returned via certified mail with this letter. The bid amount was not viewed and will not be disclosed to anyone.</p> <p>The County is taking the appropriate steps to correct the administrative error. Once the administrative error is corrected, the bidding process with restart from the beginning. All interested parties will have the opportunity to submit a new bid at that time.”</p> <p>Motion by Jankowski to advertise for August 1, 2017 for 1st Tax Deed sale. Seconded by Walters. Motion carried by unanimous voice vote.</p>
<p>DISCUSSION/POSSIBLE ACTION: Request by Suzanne Bostwick with Central Wisconsin Area Community Theater to use 1039 Ellis as location for a haunted house.</p>	<p>Motion by Medin to approve the use of 1st floor of 1039 Ellis for Haunted House. Any work will be done in conjunction with Facilities Director with tear-down within the first two weeks of November. Suzanne has worked with Greg @ CREATE to enter & exit through west side of IDEA Center. They will be setting up two weekends in the summer, and prior to opening. Haunted House will be open every weekend in October. Will be returned to original form within two weeks into November. Digital camera photos with date stamp requested by Walters to show pre-existing damage prior to set up, delivered on a thumb drive to Facilities staff.</p>
<p>DISCUSSION/POSSIBLE ACTION: Request from Rick Zahn, Rotary Club of Greater Portage County to Thank the committee for using Annex Conference Room 1 & 2 on Friday mornings from 7:00 to 8:00 a.m. for meetings. Also to respectfully request the County’s approval of continuation of this agreement from June 30th, 2017 through July 1st of 2018.</p>	<p>Motion by Butkowski to approve request to use Conference room 1 & 2 Friday from 7:00 to 8:00 a.m. for Rotary Club meetings. Seconded by Jankowski. Motion carried with unanimous voice vote.</p>
<p>DISCUSSION/POSSIBLE ACTION: Review the letter to the City Council to request the extension of the Library Lease.</p>	<p>Motion by Medin to send the letter as is. Seconded by Jankowski. Motion carried with unanimous voice vote.</p> <p>Letter was signed and delivered by Facilities Director to Mayor Wiza. Will go to City Finance Committee 6-12 and City Council on 6-19-17.</p>
<p>DISCUSSION/POSSIBLE ACTION: Owners Representative scope of work for the New Government Building, with sample RFP included.</p>	<p>Subject postponed to 6-26-17 meeting for additional review.</p>
<p>DISCUSSION/POSSIBLE ACTION: Resolution authorizing a Construction Agreement between Portage County and Eagle Construction Inc. for Various Library Improvements along with a 2017 Budget Adjustment.</p>	<p>Motion by Medin to approve Resolution to take to County Board 6-20-17. Seconded by Jankowski. Vote: 4 ayes and 1 Nay – Butkowski.</p>

DIRECTORS REPORT:

Heath Care Center:

Facilities applied additional red granite around garage and employee outdoor 6352 break area.

Work continues on the grounds and flower beds around the building. Facilities has replaced the second of the small washers in the Laundry Department.

Annex:

Facilities is working with a vendor to replace a faulty expansion tank for the heating system.

Courthouse:

The window air conditioner units have been installed.

Library:

Painting continues on the first floor of the Plover Library. Work is scheduled to be completed on the next two Monday's when the Library is closed.

One of the condenser fans on the downtown chiller has failed and has been disconnected to prevent a complete cooling system failure. Facilities will continue to monitor the unit and will replace the fan only if necessary as this unit is scheduled to be replaced later this year.

Law Enforcement Center:

Facilities has installed new carpet squares installed in the entryway to verify color and functionality. The rest of the inlays will be scheduled later this month.

A condenser fan failed causing the chiller to shut down. The faulty fan motor has been replaced.

The Video visitation project for the jail is now complete.

Facilities has poured additional concrete next to existing sidewalks to allow easier access for snow removal equipment.

Health and Human Services/Ruth Gilfry Building:

Facilities has replaced failed cooling tower pump motor starter. Additional red granite was added near tunnel area.

Lincoln Center/ADRC:

Facilities has pour a cement pad for the installation of the new generator.

Facilities is working with a vendor to have the second floor carpet installed. It is expected the installation will be complete in August.

Highway:

Facilities replaced an additional bank of approximately 50 ballasts in the office from T-12's to T-8's.

Other Work:

Facilities has installed a new bike rack at the Portage House. The wiring for the Information Technology Wireless Project is complete in all of the County Buildings.

NEXT MEETING DATE:

Monday, June 26, 2017 at 3:30 p.m. in Annex Conference 1&2 and July 11, 2017 at 5:00 p.m. in ADRC Multi-Purpose Room.

ADJOURNMENT

Motion by Butkowski to adjourn. Seconded by Jankowski. Motion carried with unanimous voice vote. Meeting adjourned at 6:15 p.m.

MINUTES PREPARED BY

Deb Aldridge



OFFICE OF THE CORPORATION COUNSEL

PORTAGE COUNTY, WISCONSIN
1516 CHURCH STREET
STEVENS POINT, WISCONSIN 54481
715-346-1368

June 6, 2017

RE: Sealed bids for 1823 California Ave, Stevens Point, Wisconsin
Parcel #281-24-0833400215

TO WHOM IT MAY CONCERN:

This letter accompanies the bid and check/money order you submitted for the parcel identified above which was before the Portage County Space and Properties Committee meeting on June 6, 2017.

I regret to inform you the bidding process had to be cancelled due to an administrative error. Unfortunately, the error was not discovered until the end of the bidding process, therefore, the error prevented the County from legally following-through with and completing the bidding process.

In order to return the earnest check/money order to any individual who bid on the parcel, any sealed bid needed to be opened to obtain the individual's name and address. To ensure the sealed bids and amounts remained confidential, I opened the bid only to obtain this information, addressed return envelopes to the individual who made the bid, resealed the bid and check/money order into the return envelope, and signed and dated across the envelope seal during the open meeting to ensure transparency in the process. None of the individuals who are normally involved in the process of receiving and opening the bids were involved with opening the bid to ensure the confidentiality of the sealed bid. Any bid that was received is being returned via certified mail with this letter. The bid amount was not viewed and will not be disclosed to anyone.

The County is taking the appropriate steps to correct the administrative error. Once the administrative error is corrected, the bidding process will restart from the beginning. All interested parties will have the opportunity to submit a new bid at that time. The time for opening initial bids for this property will occur at the Space and Properties Committee meeting on August 1, 2017 at 5:00 p.m., in the Multi-Purpose Room at the Portage County Aging & Disability Resource Center, 1519 Water Street, Stevens Point, Wisconsin 54481.

We sincerely apologize for any inconvenience and we appreciate your understanding.

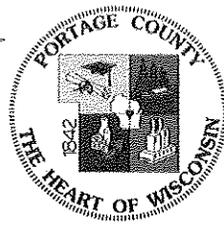
Sincerely



Lacey L. Coonen
Interim Corporation Counsel

Enclosure

Cc: Patty Dreier, County Executive (w/out enclosure)
O. Phill Idsvoog, County Board Chairman (w/out enclosure)
Jeanne Dodge, Space and Properties Chairwoman (w/out enclosure)
Shirley Simonis, County Clerk (w/out enclosure)
Tom Mallison, County Treasurer (w/out enclosure)
Todd Neuenfeldt, Facilities Director (w/out enclosure)



**Minutes
SPACE & PROPERTIES COMMITTEE**

MEETING DATE:	Tuesday, June 26, 2017
MEETING TIME:	3:30 PM
MEETING LOCATION:	Annex Conference Room 1&2, 1462 Strongs Avenue, Stevens Point, WI 54481.
MEMBERS PRESENT:	Jeanne Dodge, Dave Medin, Don Jankowski, Don Butkowski, and Jerry Walters
CALL TO ORDER:	Meeting was called to order by Dodge at 3:30 p.m.
ROLL CALL:	Revealed a quorum.
DISCUSSION/POSSIBLE ACTION: Update from John Cain regarding progress on project.	No action taken. Staff to contact John Cain to work on conceptual design.
DISCUSSION/POSSIBLE ACTION: Owners Representative scope of work for the New Government Building, with sample RFP received last meeting.	No action taken. Jerry Walters passed out examples of state contract and benchmarks that will be reviewed for wording in the RFP. Procurement Director meeting with Supervisor Walters 6-27-17. Updated RFP will be e-mailed to Space & Properties Committee members for their input needing to be e-mailed back to Procurement Director by Friday July 7 th . Facilities Director will outline roles and responsibilities for all associated parties for next meeting.
NEXT MEETING DATE:	July 11, 2017 at 3:00 p.m. in foyer of Annex, to several locations ending at ADRC Multi-Purpose Room.
ADJOURNMENT	Motion by Butkowski to adjourn. Seconded by Jankowski. Motion carried with unanimous voice vote. Meeting adjourned at 4:27 p.m.
MINUTES PREPARED BY	Deb Aldridge

Hand Delivered

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594
Fax: 715-346-1530



Mike Wiza
Mayor
mwiza@stevenspoint.com
715-346-1570

June 5, 2017

Patty Dreier
Portage County Executive
1462 Strongs Avenue
Stevens Point, WI 54481

Subject: Sale of Space in City/County Building

Dear Executive Dreier:

As you know, the City of Stevens Point and Portage County are tenants in common regarding the ownership of the City/County Building. The City owns 27% and the County owns 73% of the building. Certainly, space and facility needs change over time, which has led both the County and City to evaluate space needs.

With that evaluation, the City has determined that the current amount of space and the layout of the space in the City/County Building is inadequate for our operations. In addition, a major remodel will not sufficiently address these issues within an acceptable timeframe. Therefore, the City has been looking at options to address these concerns. These options would involve vacating the City/County building and either selling or leasing the space that we own. As tenants in common, we do have the ability to sell our ownership interest to anyone. However, out of respect for the longstanding partnership that the City and County have maintained in operating this facility, and understanding that the County has some fairly significant space needs, we wanted to offer it to the County first. The County would then be able to utilize all of the space within the City/County Building at its discretion. This would in essence give the County approximately 30,000 square feet of additional space to work with when you include the City owned space and the leased space for the Police Department.

The replacement value of the City/County Building is approximately \$19M. However, the current fair market value of the property is about \$3.1M. With this being the case, we would propose selling the County the City's ownership share of the building for \$837,000, which is a fraction of what you would pay for that amount of space in a new building. Several locations exist for the City to relocate its operations, which would be better suited for the City. Given this, we would like to move forward with this proposal in a timely manner. If the County does not wish to proceed with the purchase of the City's

[Handwritten signature]
6/6/17

ownership portion, the City will explore leasing and/or selling its space to another entity. The City intends to take this matter up again at the July 10, 2017 Finance Committee meeting. Therefore, a response from the County before that meeting would be timely.

The City is willing to work with the County on addressing space needs for both of our organizations, and we would welcome the opportunity to meet with you in person not only to discuss this option, but another potential opportunity that could address both the City's and County's long-term space needs in a more efficient and effective manner for both organizations

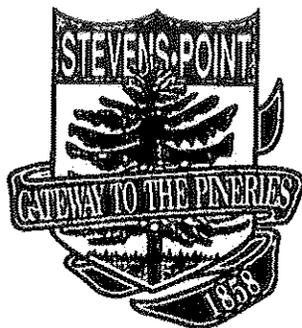
I look forward to your response.

A handwritten signature in black ink, appearing to read 'Mike Wiza', written in a cursive style.

Mike Wiza
Mayor
City of Stevens Point

cc: Chairperson Idsvoog, Chairperson Dodge, Director Ostrowski, Comptroller/Treasurer Ladick, and City Attorney Beveridge

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481-3594
Fax: 715-346-1530



Mike Wiza
Mayor
mwiza@stevenspoint.com
715-346-1570

June 27, 2017

Dear Chairperson Dodge,

Thank you for contacting us regarding the capital improvements to the library building, and your request to extend the current lease for an additional 5 years. Certainly, we understand the hesitation with making a large capital investment into a building that is owned by another party. We also understand the desire to minimize future uncertainty regarding the operations of the library. With that in mind, we would like to offer the following:

- Extension of the lease by five years, moving the expiration date from 2024 to 2029.
- At expiration in 2029, the library building would transfer to the County.
- For a 20 year period after the building is transferred, in the event that it is no longer operated as a library, the building would transfer back to the City.

We are confident that this is the right solution over the long-term, and sets a path forward for all parties involved.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Wiza".

Mike Wiza, Mayor

DRAFT

RESOLUTION NUMBER: _____

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS

RE: AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN PORTAGE COUNTY AND NORCON CORPORATION FOR COURTHOUSE RAMP REPAIR AND REPLACEMENT

WHEREAS, Portage County has identified the need to repair and replace the deteriorating concrete and sidewalk of the ramp under the Courthouse; and

WHEREAS, Capital Improvement Project (CIP) 20-17-01, regarding building improvements and remodeling to the Courthouse was approved by the County Board in 2016, and funds were appropriated in the 2017 budget in the amount of \$300,000 for the project, specifically \$65,000 was allocated to this specific area and identified as a priority; and

WHEREAS, the County did a competitive procurement process which resulted in an amount higher than the original project plan but within the appropriated funds of the project; and

WHEREAS, Norcon Corporation has provided an approved response to the Request for Bid for the work outlined in the capital project for an amount of \$109,845; and

WHEREAS, the costs of the repairs will be prorated and shared with the City of Stevens Point for their 27% ownership of the facility for approximately \$29,660; and

WHEREAS, in order to comply with the Portage County Purchasing Ordinance 3.7.11 Contracts and Leases, any contract for greater than \$100,000 requires County Executive, governing committee, and approval of the County Board.

FISCAL NOTE: Funds were previously appropriated in the 2017 County budget in the amount of \$300,000. This portion of the project was estimated at \$65,000. Project 20-17-01 is a multiple year project for a total of \$8,300,000 and will be funded in future budget years. As such, other portions of the project will be monitored and the project will be adjusted if necessary in future budgets.

NOW, THEREFORE, BE IT RESOLVED that the Portage County Board of Supervisors does hereby authorize the contract with Norcon Corporation for the Courthouse Ramp Repair and Replacement associated with CIP Project #20-17-01.

DATED THIS 18TH OF JULY, 2017.

RESPECTFULLY SUBMITTED,

PORTAGE COUNTY SPACE AND PROPERTIES COMMITTEE

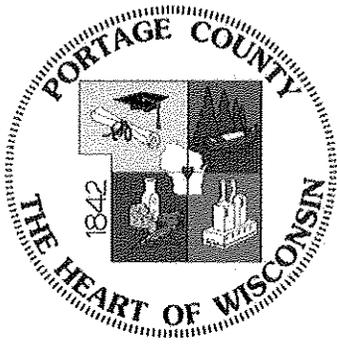
Jeanne Dodge, Chair

David Medin, Vice-Chair

Jerry Walters

Don Butkowski

Donald Jankowski



**Request for
Proposal (RFP)**

for

Owners Representative

**for building new Government Facility and Renovation
of County Courthouse/City Office Building**

Proposal #2017-30

Issued by:

Portage County
Purchasing Department

**Proposals must be submitted
No later than 2 PM 8/9/2017 to:**

**Portage County Purchasing
1462 Strongs Ave
Stevens Point WI 54481**

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

For further information regarding this
RFP contact Calvin Winters
At (715) 346-1393
Email: winters@co.portage.wi.us

Issued: 7/12/2017

Table of Contents

1.	General Information	4
1.1.	Introduction	4
1.2.	Definitions	4
1.3.	Scope	4
1.4.	Proposer Conference	Error! Bookmark not defined.
1.5.	Calendar of Events	5
1.6.	Contract Term and Funding	6
1.7.	Contract Documents	6
2.	Preparing and Submitting a Proposal	6
2.1.	General Instructions.....	6
2.2.	Incurring Costs	6
2.3.	Submitting Proposals	6
2.4.	Proposal Organization and Format	7
2.5.	Multiple Proposals	7
2.6.	Withdrawal of Proposals.....	7
3.	Proposal Selection and Award Process	8
3.1.	Evaluation Committee	8
3.2.	Preliminary Evaluation	8
3.3.	Right to reject proposals.....	8
3.4.	Proposal Scoring.....	8
3.5.	Evaluation Criteria.....	8
3.6.	Interviews/Presentations and/or Site Visits	8
3.7.	Final Evaluation	8
3.8.	Award and Final Offers	9
3.9.	Notification of Intent to Award.....	9
3.10.	Appeals Process	9
3.11.	Negotiate Contract Terms.....	9
4.	Requirements.....	9
4.1.	Mandatory Requirements.....	9
4.2.	Contract Requirements.....	10
4.3.	Insurance Requirements	14
4.3.1.1.	Workers Compensation:	14
4.3.1.2.	Commercial General Liability	14

Table of Contents

4.3.1.3.	Auto Liability	14
4.3.1.4.	Excess (Umbrella) Liability:	14
4.3.1.5.	Professional Liability:	14
5.	Proposer Information and Solutions.....	14
5.1.	Organization Capabilities	14
5.2.	Staff Qualifications.....	15
5.3.	Proposer Solutions (300 points).....	15
5.4.	Proposer References	15
6.	Cost Proposal	15
6.1.	General Instructions for the Cost Proposal and how it will be Scored	15
6.2.	Format for Submitting Cost Proposal.	16
6.3.	Fixed Price Period.....	16
7.	Contract Cancellation.....	16

Attachment A - Signature and Authority Affidavit Form

Attachment B - References

Attachment C - Designation of Confidential & Proprietary Information Form

Attachment D - Mandatory Requirements

Attachment E - Standard Terms and Conditions

Attachment F - Cost Proposal

1. General Information

1.1. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for services in the role of an Owners Representative ("OR") to represent the County's interests during the pre-construction, construction, and close out phases of the construction of a new Government Facility building and the renovation of the current County Courthouse/City offices building. The new Government Facility building is to include court rooms, office space, holding cells for inmates, and a secure port for the transport of inmates. The current courthouse building being renovated and will house County and City offices and conference room space.

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

Contract Execution: Portage County utilizes a web based electronic signature program (DocuSign) for the execution of contracts that do not require notarization. By submitting your proposal you are agreeing to the use of this program to sign documents should you receive an award. There is no cost to the proposer associated with this process.

1.2. Definitions

The following definitions are used throughout the RFP:

County means the County of Portage Wisconsin.

Firm means the company for which the Owners Representative works for.

OR (in all caps) means the Owner's Representative.

Proposer/Vendor/Bidder means a company or individual submitting a proposal in response to this RFP.

Purchasing means the County of Portage Purchasing Department.

RFP means Request for Proposal.

State means the State of Wisconsin.

VendorNet means the State of Wisconsin's electronic purchasing information system.

1.3. Scope

1.3.1. Project Description

Portage County ("County") is requesting proposals from Owner's Representative ("OR") Firms for the County's anticipated building of a new Government Facility building and the renovation of the existing County Courthouse. The goal of the County is to receive the highest level of quality that aligns with its needs at the lowest reasonable price from an experienced and qualified firm.

1.3.2. Objective/Needs

The County is seeking an OR to represent the County in all aspects of the design, pre-construction, construction, and close out phases of the project. The OR shall be present as needed or requested during meetings both public and internal to advise on the current state of the project.

1.3.3. Current Operations

Venture Architects from Milwaukee, WI is currently under contract to conduct space needs analysis and provide conceptual floor plans and designs. These are only conceptual and the AE for the project will be bid out with the help of the Owners Representative.

1.3.4. Clarifications and/or Revisions to this RFP

Portage County Purchasing is the sole point of contact for the County during the selection process. Contact with anyone else involved with this process without the prior authorization of Purchasing may result in the disqualification of your proposal. Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this proposal **in writing through email by 4pm 7/26/17**, to: Calvin Winters, Purchasing, Email: wintersc@co.portage.wi.us

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

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

Revisions to this request for proposal or answers to questions will be made only by an official written addendum issued by Purchasing. Addenda will be posted on VendorNet and on the Portage County Website. Proposers are responsible for checking these websites for any addenda before submitting a proposal. Failure to acknowledge addenda may disqualify your proposal.

<https://vendornet.wi.gov>

<http://www.co.portage.wi.us>

1.4. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

DATE	EVENT
7/12/2017	RFP Issuance date
7/26/2017	Last day for submitting questions
7/28/2017	Addenda posted to https://vendornet.wi.gov/ and http://www.co.portage.wi.us
8/9/2017	Proposals due at or before 2:00 p.m.
Week of 8/28	Interviews/Presentations (estimated date if needed)
9/5/2017	Notification of intent to award sent to proposers (estimated)
9/12/2017	Contract award (estimated)
9/18/2017	Contract start date (estimated)

1.5. Contract Term and Funding

The contract shall be effective on the date indicated on the contract and shall continue until the completion of the building and renovation projects, subject to the termination clause in section 7.

1.6. Contract Documents

Portage County is requesting that the proposer include a sample contract for the services of Owners Representative.

2. Preparing and Submitting a Proposal

2.1. General Instructions

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references and any required on-site visits, interviews/presentations or demonstrations. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired. The County encourages all proposers to print their submission double-sided to save paper.

2.2. Incurring Costs

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

2.3. Submitting Proposals

Proposers must submit, in a sealed package, **One Original (identify) PLUS five (5) identical copies** of all materials required for acceptance of their proposal on or before 2:00 p.m., 7/7/2017 to:

**Portage County Purchasing
1462 Strongs Ave
Stevens Point, WI 54481**

All proposals must be received by the Purchasing Department by the stated time. Late proposals will not be accepted. Receipt of the proposal by the U.S. mail system does not constitute receipt of the proposal by Purchasing.

The County does not accept facsimile machine or email submitted proposals. All proposals must be packaged, sealed, and show the following information on the outside of the package:

**Proposer's Name and Address
Request for Proposal Title
Request for Proposal Number
Proposal Due Date**

COST PROPOSAL: Submit Original plus one (1) identical copy Attachment F. Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of proposer.

2.4. Proposal Organization and Format

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

Tab 1 - COVER LETTER, RFP SIGNATURE PAGES: Include here any cover letter, Attachment A - RFP Signature and Authority Affidavit Form, any addenda signature pages, and Attachment C - Designation of Confidential & Proprietary Information Form.

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

Tab 1(A) - FINANCIAL STABILITY DOCUMENTATION: Proposers responding to this RFP must be able to substantiate their financial stability by submitting either a letter from the proposer's bank or auditor verifying financial stability. **Do not** submit financial statements/documents. The County may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability.

Tab 2 - RESPONSE TO PROPOSER INFORMATION AND SOLUTIONS: Responses to the requirements in the proposer information and solutions must be in the same sequence and numbered as they appear in this RFP. Include here completed Attachment B--References.

Tab 3 – MANDATORY REQUIREMENTS: Include Attachment D Mandatory Requirements.

Separate Envelope - COST PROPOSAL—ATTACHMENT F: Provide cost information as detailed in Section 6 in this RFP. All costs, as requested, for furnishing the product(s) and/or service(s) must be included in this proposal. The cost proposal must NOT be listed in any other part of the proposal response.

2.5. Multiple Proposals

Multiple proposals from a proposer will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response

2.6. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time or upon expiration of 180 days after the due date and time. The written withdrawal notice must be received by Purchasing. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

3. Proposal Selection and Award Process

3.1. Evaluation Committee

The County's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Purchasing Department.

3.2. Preliminary Evaluation

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

3.3. Right to reject proposals

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

3.4. Proposal Scoring

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

3.5. Evaluation Criteria

The proposals will be scored using the following criteria:

Description	Points
Organization Capabilities	200
Staff Qualifications	300
Proposer Solutions	300
Cost Proposal	200
Total	1000

3.6. Interviews/Presentations and/or Site Visits

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

3.7. Final Evaluation

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

3.8. Award and Final Offers

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

3.9. Notification of Intent to Award

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

3.10. Appeals Process

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

The written notice of intent to protest the intent to award a contract must be filed with Calvin Winters, Procurement Director, Portage County Wisconsin, 1462 Strongs Ave, Stevens Point, WI 54481, and received in his office no later than five (5) working days after the notice of intent to award is issued.

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

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

3.11. Negotiate Contract Terms

The County reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

4. Requirements**4.1. Mandatory Requirements**

Submit response using Attachment D Mandatory Requirements under Tab 3 of proposal - see section 2.4 for proposal submittal format.

The following requirement(s) are mandatory and the proposer must satisfy them as a pass/fail pre-screening requirement. Any proposal submitted not in compliance with mandatory requirements will be rejected and not evaluated or scored.

- 4.1.1. Must have provided Owners Representation services to at least 3 organizations within the past 4 years.
- 4.1.2. The selected firm for the OR position will not be eligible to self-perform any construction work for the duration or scope of this project.

4.2. Contract Requirements

The awarded firm/OR is expected to fulfill the following contract requirements.

4.2.1. Pre-Construction Phase

4.2.1.1. Evaluate Project Options

The firms OR will evaluate various Project options and provide cost analyses during the Project's Pre-Construction Phase.

4.2.1.2. Develop a Project Budget

The OR, in consultation with the County and the Architect, will develop a detailed project budget that identifies all costs including construction costs, consulting fees, permit fees, testing and inspection fees, furnishings, equipment, inflation, and contingencies.

4.2.1.3. Develop a Project Delivery Strategy

The OR, in consultation with the County and the Architect, will analyze Project requirements and develop a preconstruction and construction strategy that addresses requirements for function, cost, quality, time and logistics.

4.2.1.4. Develop a Project Master Schedule

The OR, in consultation with the County and the Architect, will develop a Project Master Schedule that establishes duration and responsibility for all major activities during all phases of the Project.

4.2.1.5. Monitor the Project Master Schedule

The OR will monitor and report on progress during the Project's pre-construction phase. The OR will update the Project Master Schedule monthly, will notify the County and the Architect of any delays or problems, and will recommend any corrective action necessary to meet the schedule.

4.2.1.6. Perform Value Engineering Studies

The OR will perform a minimum of two (2) Value Engineering Studies: the first at the beginning of schematic design to evaluate systems, and the second at the completion of the design phase to evaluate details and finishes. A report will be generated for each study including recommendations on the selection of systems, details and finishes. The final selections shall be made in consultation with the County and the Architect, prior to the preparation of final construction documents.

4.2.1.7. Perform Cost Estimating

The OR will prepare a minimum of three (3) detailed cost estimates for all building construction/renovation and site development work provided at the completion of schematic design, the second estimate will be provided at the completion of the design phase, and the third estimate will be provided at the completion of construction documents. The final estimate shall conform to the final bid package configuration.

4.2.1.8. Perform Constructability Reviews

The OR will review design documents, as they are developed in order to avoid potential problems and to minimize potential change orders. The OR will provide recommendations

on contract provisions that establish contractor performance requirements to promote quality cost effectiveness and schedule compliance.

4.2.1.9. Provide Monthly Reports

The OR will prepare and distribute monthly reports to the County and the Architect on the project budget, the status of the project schedule, and on general Project information.

4.2.1.10. Conduct Design Coordination Meetings

The OR will conduct design coordination meetings on a regular basis (minimum of two per month) with the County, the Architect, and other consultants to discuss and review all items pertinent to the design phase. The OR will prepare and distribute minutes of the meetings in a timely manner.

4.2.2. Bidding Phase

4.2.2.1. Construction Schedule

In consultation with all parties, the OR will confirm a construction schedule that meets the needs of the County for inclusion in the contract documents.

4.2.2.2. Develop Contractor and Supplier Interest

The OR will assist in identifying potential contractors and suppliers and develop their interest in bidding the project to insure a competitive bidding environment. The OR will investigate potential bidders and suppliers to determine their ability to meet project requirements.

4.2.2.3. Establish Bidding Procedures

The OR will assist the Procurement Director in establishing and implementing procedures for the bidding process including the distribution of bid documents, the issuance of addenda, the holding of pre-bid conferences, the receipt of bids, and the bidding schedule.

4.2.2.4. Distribute Bid Documents

The OR, at the request of the Procurement Director, will assist with the distribution of all bid documents to contractors and maintain accurate records of distribution activities.

4.2.2.5. Conduct Pre-Bid Conferences

The OR, in consultation with the County and the Architect, will assist in scheduling, organizing, and conducting pre-bid conferences in a manner consistent with the bid schedule.

4.2.2.6. Evaluate Bids

The OR, in consultation with the County and the Architect, will assist in evaluating all bids.

4.2.2.7. Prepare Construction Contracts

The OR, in consultation with the County, the County's Procurement Director, the County's Corporation Counsel, and the Architect, will assist in the preparation and coordination of all construction contract documents.

4.2.3. Construction Phase

4.2.3.1. Meetings/Pre-Construction Conferences

The OR, in consultation with the Architect, County, and General Contractor, will organize and conduct all meetings with contractors, consultants, and the County. The meetings shall include a review of Project management, project schedule, and Project procedures.

4.2.3.2. Maintain On-Site Staff

The OR will provide qualified staff sufficient to manage the Project, conform to the scope of services, and insure that the work is performed in compliance with the contract documents.

4.2.3.3. Process Construction Documents

The OR, in consultation with the Architect, will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors (e.g. including contracts, specifications, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.). In addition, the OR will coordinate the processing and approval of all submittals with the Architect. The OR will establish and maintain a submittal log to insure contractor compliance with the contract documents.

4.2.3.4. Project Coordination

The OR will provide administration, management, and related services necessary to coordinate the construction activities of the contractors with each other and with those of the OR, the Architect, and the County.

4.2.3.5. Construction Schedule

The OR will review, evaluate and maintain a detailed construction schedule based upon the construction schedule in the contract documents. The schedule will include start and finish dates for procurement and construction activities and major milestones for each segment of the work. The schedule will be updated monthly.

4.2.3.6. Monitor Construction Progress

The OR will review contractor's construction schedules, observe construction progress, and report deviations from the schedule that might delay Project completion. The OR will consult with contractors to develop and implement corrective actions necessary to meet the Project schedule.

4.2.3.7. Control Construction Quality

The OR will monitor and inspect all work in progress to insure the quality of the work and compliance with the contract documents. The OR will document and report all deficiencies and make recommendations for corrective actions.

4.2.3.8. Process Applications for Payment

The OR, in accordance with the Architect, will develop and implement a procedure for the review and processing of contractor payment applications. The OR will evaluate the contractor's schedule of values to insure accurate and appropriate payments in contractors.

4.2.3.9. Maintain Construction Accounting System

The OR will establish and maintain an accurate and up-to-date construction cost accounting system.

4.2.3.10. Conduct Project Meetings

The OR, in consultation with the County and applicable parties, will conduct meetings, as necessary, at the job site to discuss job progress, resolve problems, and make decisions. The OR will prepare and distribute accurate meeting minutes in a timely manner.

4.2.3.11. Process Change Orders

The OR, in consultation with the County Procurement Director and the Architect, will develop and implement a system for review and processing of change orders. The OR will estimate the cost of all change orders, insure the validity of change orders, and negotiate the cost of change orders with the contractors on behalf of the County.

4.2.3.12. Coordinate Inspections and Testing

The OR will determine the requirements and make recommendations for inspections and testing. The OR, in consultation with the County and the Architect, will coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.

4.2.3.13. Recommend Construction Changes

The OR will evaluate work in progress and make recommendations for changes in the work on the basis of field conditions, improved quality, cost savings, or timesavings.

4.2.3.14. Provide Monthly Reports

The OR will prepare and distribute a monthly report to the County and the Architect including information on schedule, budget, quality, safety, logistics, and general project information.

4.2.3.15. Monitor Contractors' Safety Programs

The OR will review and monitor the safety program developed by each contractor, record any safety violations, and make recommendations for improving safety conditions.

4.2.4. Close-Out Phase**4.2.4.1. Develop Close-Out Program**

The OR, in consultation with the County and the Architect, will develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, and occupancy.

4.2.4.2. Coordinate Systems and Equipment Testing

The OR will coordinate, monitor, and document for testing, calibration, and start-up of all equipment and building systems in conjunction with the County's Facilities team.

4.2.4.3. Verify Substantial and Final Inspections

The OR, in consultation with the Architect, will verify substantial completion and final inspections. The OR will assist the Architect and the County in the preparation of a list of deficiencies (punch list) and will coordinate all correction action by contractors.

4.2.4.4. Coordinate Construction Close-Out

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

4.2.4.5. Submit Project Documentation

The OR will submit all project documentation including files, records, drawings, submittals, samples, and other information to the County in an organized and usable form.

4.2.4.6. Coordinate Warranty Work

The OR will coordinate the warranty work by contractors to insure that their obligations are fulfilled in a timely manner.

4.2.4.7. Certificates

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

4.2.5. Subcontractors

Any subcontractors used by the OR must be approved by the County prior to use. The OR shall be liable for the direction, actions, and payment of the subcontractors. The County will not make any direct payments to subcontractors.

4.3. Insurance Requirements

4.3.1. The Firm shall carry at its sole expense and provide evidence of insurance coverage listed below to protect itself and the County from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) arising out of or in connection with the performance of any work performed in accordance with the specifications of any related documents, whether such work is performed by the Firm or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the state of Wisconsin and shall have at least an A- rating by A.M. Best & Company. All policies shall provide a thirty (30) day advance notice of cancellation to the County.

4.3.1.1. Workers Compensation:

Coverage A: Statutory

Coverage B:

Employers Liability:

Bodily injury by accident \$100,000 per person

Bodily injury by disease \$100,000 per person

Bodily injury by disease \$500,000 aggregate

All states and voluntary compensation endorsements

4.3.1.2. Commercial General Liability

Limits of Liability: \$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

4.3.1.3. Auto Liability

Limits of Liability: \$1,000,000 each accident

4.3.1.4. Excess (Umbrella) Liability:

The requirement that an Umbrella Policy shall be no less than \$1,000,000.

4.3.1.5. Professional Liability:

\$2,000,000 each occurrence

Coverage:

The County shall be named as an additional insured.

Certificates of insurance shall be presented to the Purchasing Department for approval before the successful Firm, its agents and/or employees commence any work whatsoever pursuant to the contract.

5. Proposer Information and Solutions

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

5.1. Organization Capabilities

Describe the organization/company's experience and capabilities providing similar services to those required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges and results. (200 Points)

5.2. Staff Qualifications

Identify key staff your organization/company will assign to fulfill the contract requirements. Detail who would be contract manager(s), etc. Provide a synopsis describing the educational and work experience for each of the key staff who would be assigned to the project/program. Detail the number of hours for each key staff member that you estimate will be needed to fulfill the contract requirements. (300 Points)

5.3. Proposer Solutions (300 points)

- 5.3.1. Describe your experience in providing owners representation to a government organization for large scale building and renovation projects.
- 5.3.2. Detail your firms understanding of the challenges and barriers for a project like this and propose approach to overcoming these barriers.
- 5.3.3. Identify potential risk factors and methods for dealing with these factors.
- 5.3.4. Provide specific examples of how your Owners Representation services have saved organizations from unnecessary costs.
- 5.3.5. Program delivery – estimated work plan and timetable. Outline the tasks your firm proposes to accomplish throughout the life of the contract. Provide an estimated schedule and timeline for each task.
- 5.3.6. Detail how you will exceed proposal requirements.
- 5.3.7. Describe value-added solutions

5.4. Proposer References

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

Proposer must supply references of three firms to which similar products/service have been provided within the past five years to a comparable sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided.

6. Cost Proposal**6.1. General Instructions for the Cost Proposal and how it will be Scored**

All prices must be quoted in U.S. Dollars.

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

Lowest Cost Proposed
Constant X Maximum Points Assigned to Cost = Score
 Other Proposed Cost

6.2. Format for Submitting Cost Proposal.

Use Attachment F Cost Proposal. Submit one marked original plus one copy. Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of proposer.

6.3. Fixed Price Period

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

7. Contract Cancellation

This contract may be terminated by either party under the following conditions:

- 7.1 The County may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the Firm.

If the problem is service performance, Firm will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract. Firm will be given a period of time to 'cure' the performance. If the performance does not improve, Firm will be given 30 days written notice that the contract will be cancelled.

Upon termination, the County's liability will be limited to the pro rata cost of the services performed as of the date of termination.

- 7.2 In the event the Firm terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the Purchasing Department not less than 60 days prior to said termination. The Firm will, in turn, refund the County, within 30 days of said termination, all payments made hereunder by the County to the Firm for work not completed.
- 7.3 If at any time the Firm's performance threatens the health and/or safety of the County or the public, the County has the right to cancel and terminate the contract without notice.
- 7.4 If the Firm fails to maintain and keep in force the insurance as required, the County has the right to cancel and terminate the contract without notice.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

PROPOSING COMPANY NAME: _____

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

Address: _____

City _____ State _____ Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

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

Fax (____) _____ Email Address _____

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

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

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

Signature

Title

Name (type or print)

Date

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

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

ATTACHMENT B

REFERENCES

Proposer: _____

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

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

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

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

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

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

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

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

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

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

The attached material submitted in response to Bid/Proposal # 2017-30 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

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

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

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

We request that the following pages not be released:

Section	Page #	Topic

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

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

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

ATTACHMENT D

MANDATORY REQUIREMENTS

Proposer: _____

Have you provided Owners Representation services to at least 3 organizations within the past 4 years?

Yes _____ No _____

ATTACHMENT E

STANDARD TERMS AND CONDITIONS

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The County shall be the sole and final judge of equivalency.
- 2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:**
- 2.1** Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.
- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the Portage County Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the County from requesting additional information and/or clarification.
- 3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the County.
- 5.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.
- 6.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 7.0 PRICING AND DISCOUNT:** The County qualifies for governmental discounts. Unit prices shall reflect these discounts.
- 7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.
- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions.
- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

- 9.0 ACCEPTANCE-REJECTION:** The County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Portage County Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The County reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The County also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the County.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the County reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, gender identity, gender expression, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the County.
- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Portage County tax liability may have their payments offset by the County.
- 24.0 OPEN RECORDS:** Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 25.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 26.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the County.
- 27.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 28.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 29.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ATTACHMENT F

COST PROPOSAL

Proposer: _____

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

1. Labor

Provide titles of associates who will be working on the project along with the hourly rate and estimated hours needed on the entirety of the project.

Job Title of Associate	Rate (Hourly)	Estimated Hours	Extended Total

Estimated Labor Total _____

2. Direct, Travel, and Miscellaneous Expenses

Include any expenses that will be billed directly to the County including but not limited to travel, materials, and miscellaneous.

Expense Description	Estimated Quantity	Unit Price (if applicable)	Extended Price

Total estimated expenses to be billed _____

Total estimated labor and expenses _____

Is a copy of a sample contract for these services included? Yes _____ No _____