



REQUEST FOR PROPOSALS (RFP)

REV. 11/2017

Department of Administration
Purchasing Division
County of Dane, Wisconsin

| | |
|---|--|
| COUNTY DEPT | Alliant Energy Center |
| RFP NUMBER | 117095 |
| RFP TITLE | Alliant Energy Center Campus Master Plan |
| PURPOSE | The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for an Alliant Energy Center Campus Master Plan. |
| DEADLINE FOR RFP SUBMISSIONS | 2:00 P.M. Central Time January 26, 2018 Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected. |
| NON-MANDATORY SITE TOUR | January 9, 2018 10:00AM 1919 Alliant Energy Center Way Madison, WI 53713 |
| SUBMIT RFP TO THIS ADDRESS | DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345 |
| SPECIAL INSTRUCTIONS | <ul style="list-style-type: none"> <input type="checkbox"/> Label the lower left corner of your sealed submittal package with the RFP number. <input type="checkbox"/> Place the Signature Affidavit as the first page of your proposal. <hr style="border-top: 1px dashed black;"/> <ul style="list-style-type: none"> <input type="checkbox"/> Submit (1) original and (5) copies of your Proposal. <input type="checkbox"/> Submit (1) original and (1) copy of your Cost Proposal. <input type="checkbox"/> Submit (1) complete electronic copy of your Proposal and Cost Proposal in Microsoft Word or PDF format on a flash drive. <p style="text-align: center;"><u>Sealed proposals must be date/time stamped by a Dane County Administration staff member upon receipt.</u></p> |
| PLEASE DIRECT ALL INQUIRES TO (EMAIL IS PREFERRED) | NAME Pete Patten |
| | TITLE Purchasing Agent |
| | PHONE # 608-267-3523 |
| | FAX # 608-266-4425 |
| | EMAIL patten.peter@countyofdane.com |
| | WEB SITE www.danepurchasing.com |
| DATE BID ISSUED: December 11, 2017 | |

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1.0 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 an Alliant Energy Center Campus Master Plan.

All past plans and websites referenced throughout this RFP include hyperlinks. Full links can be found in Section 2.2.

The County intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.

The contract that is awarded through this RFP process will be administered for Alliant Energy Center by Mark Clarke, Executive Director of the Alliant Energy Center.

1.2 Clarification of the Specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (Section 1.4).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.3 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division [website](#).

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page /Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.4 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. 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 in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

| DATE | EVENT |
|---------------------------|---|
| December 11, 2017 | RFP Issued |
| January 9, 2018 | Non-mandatory Site Tour |
| January 10, 2018 | Last day to submit written inquiries (2:00 p.m. CST) |
| January 12, 2018 | Addendums or supplements to the RFP posted on the Purchasing Division website |
| January 26, 2018 | Proposals due (2:00 p.m. CST) |
| Week of February 12, 2018 | Interviews |
| Week of February 19, 2018 | Selection of Consultant |
| March 2018 | Contract Execution/Project Initiation |

1.5 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for a one-year term, with an option by mutual agreement of the County and Contractor to renew for up to four additional 1-year terms.

1.6 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY).

1.7 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score and vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

1.8 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

2.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

2.1 Project Overview

A. Introduction to Project

Dane County, Wisconsin, is seeking proposals from qualified architecture, engineering and planning firms to prepare a comprehensive Campus Master Plan for the Alliant Energy Center (AEC). The AEC is a 164-acre, multi-use facility strategically located at the John Nolen Drive gateway to downtown Madison and the University of Wisconsin-Madison campus. Facilities include an 8,200-seat coliseum, 255,000-square foot multi-space Exhibition Hall, 290,000-square feet of pavilions, and 29-acre outdoor festival grounds, among others. In 2016, the AEC hosted more than 400 events, welcomed 800,000 attendees, generated 177,000 room nights, and spurred more than \$76 million in local spending. Significant events in 2017 have included the World Dairy Expo, Midwest Horse Fair, Reebok CrossFit Games, World's Largest Brat Fest, and numerous trade and consumer shows, sporting events, and family entertainment shows.

Over the last year the County has completed a detailed Facility and Market Analysis and campus Visioning process as the foundations for a long-term course of action for future improvements. These documents will serve as the foundations for the preparation of the Master Plan and should be reviewed thoroughly in the preparation of responses to this RFP. The expected outcome of this work is a compelling and feasible Campus Master Plan that addresses and balances all of the Vision components and provides a clear roadmap for improvements to be implemented over the next 15-20 years.

B. Background and Past Studies and Plans

The AEC is a valuable cultural, social and economic asset to Dane County and the Greater Madison community. It is a destination where our local communities gather for events; a place where our residents share knowledge and experiences; and it is a magnet that attracts visitors from around the United

States and the globe to world class events which benefit of all of us who live and work in this area. While the AEC currently serves as an iconic event destination and is situated as a gateway to the Madison community, it also represents an area of untapped opportunity for further economic growth. Accordingly, it has been the subject of numerous studies over the past 10 years to evaluate future improvements, including the potential to add other commercial uses such as additional hotels, restaurants, and retail which would enhance and elevate the ability to attract high yield events and visitors. Formal Campus Master Plans for the AEC were last prepared in 2007, with an update in 2011. These documents and other past studies and plans can be found at the [project website](#).

In 2016, the Dane County Board made a strategic decision to follow a very deliberative process for developing a long-term, comprehensive master plan that will deliver the highest and best use of this asset while reflecting the priorities and values of the many stakeholders who will help play a role in designing and utilizing the AEC. The committee charged with driving this effort, the AEC Comprehensive Master Plan Oversight Committee (Oversight Committee), embarked on a four-phase, multi-year effort to develop a strategic vision and market-driven, financially sustainable design and plan for the entire AEC campus.

Phase 1: Market, Financial, Facility & Impact Analysis (Completed April 2017)

Phase 2: Visioning Process (Completed fall 2017)

Phase 3: Master Planning Process (To begin spring 2018)

Phase 4: Long Term Implementation (2019 and beyond)

Phase 1 concluded with the Oversight Committee's acceptance of the [AEC Market, Financial, Facility and Impact Analysis](#) (Facility Analysis) prepared by a team led by Hunden Strategic Partners. This report identifies the AEC's current economic impact and potential improvements to AEC facilities and their associated costs and impacts. While the report did not make recommendations in terms of priorities or phasing, it did provide the Oversight Committee and community with several options to consider for making improvements to core AEC facilities as well as other improvements that could be added to the campus and surrounding area (such as restaurants and additional hotels) to create a more interesting and attractive destination for local residents as well as out of town visitors. **Note, that the conceptual campus layout shown in Chapter 11 of the Facility Analysis was strictly for the purpose of illustrating some of the recommendations contained elsewhere in the report and has not been accepted or approved by the Oversight Committee or County.** The purpose of the Campus Master Plan being solicited in this RFP is to develop a much more detailed campus layout that addresses both the primary findings of the Facility Analysis and the Vision Foundations, which is likely to be significantly different than the concept layout included in the Facility Analysis.

Phase 2 concluded with the Committee's adoption of the [AEC Vision and Implementation Framework](#) (Vision) prepared by Vandewalle & Associates. The vision process involved significant public and stakeholder outreach in crafting the following vision for the campus and its facilities:

The Alliant Energy Center is a key regional asset that serves as a dynamic convening campus providing an exceptional and authentic experience for the community and visitors alike. The seamlessly integrated campus serves as a catalyst for a vibrant destination district driving tax base growth and increased access to economic opportunity for area residents.

Supporting the Vision are seven core Foundations upon which the Master Plan and long-term implementation efforts will be built. These Foundations provide the big picture guideposts to enhance the AEC and surrounding area to meet the evolving needs of visitors, convening industry, and growing regional community.

- Impact and Return on Investment
- Walkable Destination District
- Connected and Cohesive
- Transit and Multi-Modal Oriented
- Equity and Access
- Sustainability
- An authentic Madison Region and Wisconsin Experience

As described in the Implementation Framework portion of the Vision document, the Master Plan is one of three simultaneous efforts being undertaken by the Oversight Committee. The other two are:

- Multijurisdictional Destination District Redevelopment Plan – This is an area wide planning effort with the AEC campus at its core to create a more cohesive and identifiable destination district. It is envisioned as a public-private initiative, and the partners and funding were still being assembled at the time this RFP was released. It is hoped that the outcomes emerging from this District Plan will help to inform aspects of the Campus Master Plan and vice versa (such as the location of campus access points, the locations and types of commercial uses to be included on the campus, etc.). The County Project Management Team for the Master Plan and Oversight Committee will serve as the primary conduit between the two processes. Meeting between the leaders of the District Planning process and the Consultant selected for this RFP may be expected.
- Funding and Governance – The Oversight Committee will be evaluating funding options for all potential campus improvements, some of which could impact the future governance of the AEC (such as the creation of a regional authority). The Committee is starting the process with a prioritization of the improvements recommended in the Facility Analysis, which it will share with the selected Consultant near the outset of the Master Planning process.

Respondents to this RFP are strongly advised to thoroughly familiarize themselves with both the Facility Analysis and Vision documents and to use them as a guide in preparing your proposals. Note that Vandewalle & Associates has been retained by the County to assist in the preparation of this RFP and to provide ongoing project management services to the Oversight Committee. Accordingly, they will not be submitting a proposal for this RFP, but their extensive insight and knowledge of the project will be shared with the selected Consultant throughout the process.

C. Campus Overview

The AEC 164-acre campus has been under County ownership for more than 120 years and originally served as the county fairgrounds. While it continues to host the county fair to this day, it has expanded significantly to include many more facilities and a much wider range of events. The AEC has operated as a self-supporting County department since 1990, and it is the expectation of the County Executive and Board that it continue operating in this manner in the future.

The primary campus facilities are described below along with a summary of the improvements recommended in the 2017 Facility Analysis. The scope of the Master Plan will include a further refinement of these recommended improvements and cost estimates along with an overall site plan and phasing plans (see Section 2.3 of this RFP for more details on the scope of services to be provided).

- **Veterans Memorial Coliseum** was built in 1967 and features 8,200 fixed seats with a maximum capacity of 10,000. It is the largest non-university owned facility of its type in south central Wisconsin. In 2016, the Coliseum was utilized for 57 events including three agriculture-related events, five concerts, and 41 sporting events. The Coliseum boasts eight suites, two concourse levels and two loading docks. The venue features a lower bowl and up to 75,000 square feet of flexible function space, allowing for the setup of approximately 360 exhibit booths. The venue is highly flexible and can be formatted for a variety of event types including those that require ice, sport courts, artificial turf, dirt, concrete, or carpeting. Although restroom facilities were recently upgraded along with new carpet and paint throughout the concourse area, the facility is in need of major upgrades in order to continue attracting first-rate concerts, family shows and sporting events. The Facility Analysis recommended a renovation to the Coliseum that would include wrap-around concourses, new entrances, expanded premium seating areas, and improved rigging, loading, dressing rooms, restrooms, concessions, and aesthetics to enhance the production, artist, and fan experience. The proposed renovation is projected to cost \$105 million, but the significant cost will likely necessitate a phased approach.

- **Exhibition Hall** opened in 1995 and is the premier facility for conventions, meetings, banquets, and much more, consisting of 255,000 square feet of space. The function space at the Exhibition Hall is divided between a number of components including a 100,000-square foot, column-free exhibit hall, a 75,000-square foot loading dock, a 30,000-square foot lobby, and 14 breakout meeting rooms. Additionally, Exhibition Hall is connected to the 140-room Clarion Suites Hotel via an enclosed walkway. The Exhibition Hall and its accompanying 14 meeting rooms host a variety of events including banquets, ceremonies, conferences, consumer shows, conventions, family shows, festivals, meetings, sporting events, testing and exams, and trade shows. The Facility Analysis recommended the following additions and improvements to be phased over an undetermined period of time and in no particular order:
 - A 50,000-square foot expansion of the exhibit hall and pre-function space at a projected cost of \$24.5 million.
 - A future phase exhibit hall expansion of an additional 40,000 square feet at a cost of \$21.4 million.
 - Development of a 30,000-square foot ballroom connected to the Exhibition Hall at a projected cost of \$19.1 million.
 - Development of 20,000 square feet of meeting room space at a cost of \$11.4 million.

- The two **New Holland Pavilions** opened in 2014 and are the newest buildings on the AEC campus, which were developed to replace nine aging agricultural barns and to better accommodate the numerous agricultural shows. **Pavilion 1** has 90,000 square feet and features heating capabilities and covered wash bays, manure storage, restrooms, showers, Wi-Fi, and pre-function space **Pavilion 2** spans 200,000 square feet and boasts a cattle capacity of 1,800 and a horse capacity of 900. It does not have a heating system or showers but does include a milking parlor in addition to office space, concessions, Wi-Fi, restrooms, covered wash bays, and covered manure storage. Both Pavilions have a 120-foot clear span for show rings and a total of 30 overhead garage doors each of which is adjacent to a covered wash and manure rack. In 2016, agriculture-related events were the primary users of the Pavilions, but the CrossFit games and other events made extensive use of both buildings for a wide variety of functions. The Facility Analysis did not recommend any improvements other than the construction of an adjoining new show ring to replace the Arena Building at a projected cost of \$7,082,400.

- The **Arena Building** is the oldest building on the campus having opened in 1954. In total, the building spans 22,000 square feet and was renovated in 1996. Primarily, the Arena Building is used to host small staged entertainment performances in addition to 4-H events and consumer shows. The venue has seating for 550 people across two sets of bleachers and can accommodate up to 105 exhibit booths. The Facility Analysis recommended the removal of the Arena Building to

better utilize its centralized location on the campus to connect Exhibition Hall, the Pavilions and Coliseum with an outdoor plaza area and, possibly, skywalks and one or more hotels.

- The surface **Parking Lots** have more than 5,700 stalls covering 40 acres. However, several events utilize many of the lots for outdoor exhibition and event space that can be provided with temporary power and water, which provides the AEC with a significant competitive advantage over other venues that lack such flexibility. The Facility Analysis recommended the addition of structured parking at an estimated cost of \$14.7 million primarily to support the additional users resulting from the other recommended facility expansions and the addition of commercial uses like hotels and restaurants on the campus.
- **Willow Island**, AEC's outdoor entertainment and event venue, encompasses approximately 29 acres. This venue is utilized for outdoor festivals, concerts, and corporate gatherings in addition to overnight camping associated with on-site events. Willow Island features 99 overnight campsites with electric and water hook-ups. The Island has three access points and is surrounded by two ponds/wetlands. The Facility Analysis did not recommend any specific improvements for Willow Island but did suggest a rejuvenation of the wetlands surrounding it at a projected cost of \$6.5 million in addition to enhanced landscaping throughout the campus at a projected cost of \$1.1 million.
- The **Administrative Office Building** is located directly to the west of the north end of the Exhibition Hall and contains general office spaces and conference rooms. Given the age of the building and its strategic location for expansions to the Exhibition Hall, the Facility Analysis recommended its replacement at an undetermined location on campus at a cost of \$6.1 million.
- The **Clarion Suites Hotel** has approximately 30 years remaining on its lease of AEC property. The property is to be integrated into the rest of the campus as part of the Master Plan, but changes to this facility are not a part of this scope of services. Located directly to the west of the hotel is the Ferris Huber Center, a county work release corrections facility, which is scheduled to close in the next five years. Accordingly, this land area should be considered available for other uses in the Master Plan.
- On the **East Side of Rimrock Road** the County owns 8.9-acres, approximately 1.8 are not in wetlands and available for development. Currently undeveloped, the County is looking to the Master Plan process to identify the highest best use whether as part of AEC operations or for supporting/related commercial development.

D. Campus Master Plan Overview and Objectives

Craft a compelling and feasible Campus Master Plan that addresses and balances all of the Vision Foundations and provides a clear roadmap for improvements to the campus and facilities over the next 15-20 years.

The long-range Campus Master Plan is the chief implementation initiative where most of the Vision Foundations will be realized. Given the interrelated nature of many of the Foundations, the master planning process will involve the development of alternatives that place different levels of emphasis and priorities on each Foundation. Accordingly, active stakeholder and public engagement in the process will be critical to ensuring the ultimate balance between the Foundations is reflective of community and user goals and values.

While the boundary of the Campus Master Plan is generally limited to the current 164-acre AEC Campus, the Campus Master Plan needs to include the potential for future expansion and strategies and methods for improving connections and relationships with surrounding properties and neighborhoods. As discussed in the Vision document, the AEC needs to become the anchor for an integrated and identifiable Destination District to achieve the highest and best use of the campus and surrounding properties, maintain the market and financial viability of the AEC, and meet community goals. Accordingly, the process will need to look outward as much as inward in order to determine an ideal layout of campus facilities and improvements.

Finally, in addition to depicting an end-state image of the AEC in 15-20 years, it is vitally important that the Campus Master Plan include a detailed and efficient phasing schedule for making incremental improvements over time. The schedule needs to be carefully coordinated with the funding strategy to be developed simultaneously by the Oversight Committee and allow subsequent improvements to leverage previous improvements for maximizing returns and impacts while minimizing the removal or significant reconstruction of previous enhancements.

Objectives for the Campus Master Plan include the following:

- **Campus Image and Experience**
 - Create a unique visual image and environment representative of the region's core assets including lakes, agriculture and bikes
 - Create an image consistent with the three core market focus areas
 - Respect and enhance the iconic architecture of the Coliseum

- **Campus Layout and Internal Relationships**
 - Knit the entire campus together as a singular whole
 - Locate major facility improvements
 - Reduce hardscape where possible and add greenspace
 - Create a walkable and bike-able campus
 - Showcase leading-edge on-site and watershed-wide storm water management technologies and practices and integrate renewable energy systems
 - Incorporate on-site passive and active recreation facilities for the benefit of adjoining neighborhoods and campus visitors

- Maximize operational efficiencies of all core facilities
- Identify areas appropriate for private development and their proposed land uses and development intensities
- External Connections and Relationship to Surround Properties and the Downtown
 - Create a more permeable campus with the surrounding district and neighborhoods
 - Identify primary access points and through connections
 - Seamlessly integrate with the surrounding area and anchor a Destination District
 - Mitigate impacts on adjoining neighborhoods through appropriate buffering
 - Incorporate alternative transportation modes to and from the campus, particularly bikes and transit, while keeping in mind that parking revenues are a large part of the facility's income

2.2 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

Committee: Comprehensive Master Plan Oversight Committee

Contract: the purchase of services contract awarded for professional services pursuant to the terms of this RFP.

Contractor: proposer awarded the contract, also defined as the Consultant.

County Agency: Department /Division utilizing the service or product

Proposer/vendor/firm: a company submitting a proposal in response to this RFP.

Facility Analysis: <https://aecstudy.countyofdane.com/documents/HSP%20-%20AEC%20Final%203-29-17.compressed.pdf>

Vision Document:

https://aecstudy.countyofdane.com/documents/AEC%20Vision%20Framework%20Document_Committee%20Draft%208.7.17.pdf

Project Website: <https://aecstudy.countyofdane.com/>

Dane County Purchasing: www.danepurchasing.com

Dane County Living Wage Information:

http://www.danepurchasing.com/living_wage.aspx

2.3 Scope of Services

The scope of services for preparing the AEC Campus Master Plan generally shall include the following tasks. Respondents may offer a different set of tasks/approach provided that all of the elements and deliverables described below are addressed.

A. Review of Past Studies, General Data Gathering and Base Mapping

At project initiation, the County Project Management team will provide a detailed debrief to the selected Consultant concerning past planning efforts, key outcomes, and the primary issues to be addressed in the Master Planning process. As part of this, the Consultant is expected to review and gain a solid working knowledge all relevant past plans and studies and the Facility Analysis and Vision documents in particular. The County also will provide an AUTOCAD

Lt file of the Center to be used as the base map for the project and hardcopy and electronic files (as available) for each of the facilities.

Deliverables

- Campus base map
- Facility plans

B. Facilities Analysis and Preparation of Concept/Schematic Plans and Cost Estimates

The Consultant will prepare a concept/schematic plan and building program outline for recommended improvements to each of the following facilities along with generalized cost estimates. These documents are intended to be used by the County as the basis for the future solicitation of detailed building programs, design development documents, construction documents and bid documents for the recommended improvements. Accordingly, each recommended phase should include its own set of concept/schematic plans, program and cost estimates.

- a. Veterans Memorial Coliseum
- b. Exhibition Hall
- c. New Holland Pavilions
- d. New Show Ring
- e. Area of Arena's Current Location
- f. New Administrative Offices (replacement of existing Administrative Office Building)

Deliverables:

- Concept/schematic plan(s) for each facility
- Cost estimates

C. Campus Layout, Improvements and Cost Estimates

Working closely with the Project Management Team and Oversight Committee, the Consultant will prepare a layout for the campus grounds that shows the location of all facilities to be retained and expanded/added including: buildings; parking, loading and circulation areas; vehicular and pedestrian access points; event areas; storage and staging areas; landscape and wetland areas; buffer areas, and private development as identified in Task 4. This also may include future expansion areas of the campus grounds as determined to be beneficial by the Consultant. The goal is to create a cohesive image across the campus with strong internal and external connections that incorporates and balances all of the Vision Foundations and meets the objectives described in Section 2.1.D of this RFP.

Deliverables:

- Campus master plan
- Cost estimates

D. Types and Locations of Additional Commercial Uses

As part of the campus layout plan, the Consultant will identify potential locations on the campus and the County property on the east side of Rimrock Road that could be sold or leased for supporting/related private development such as hotels, restaurants, and retail/services and how such uses could be accessed

separately during events at the campus.

Deliverables:

- Locations, types and density/intensity of commercial uses

E. Phasing Plans

Working with the Project Management Team and Oversight Committee, the Consultant shall develop a phasing plan for all recommended facility and campus improvements. Primary factors to be considered in determining phasing will include costs, potential funding sources, operational efficiency, return on investment, and community needs, among others. The Oversight Committee is working on prioritizing the improvements as recommended in the Facility Analysis and expects to have initial findings to share with the Consultant at the time of Master Plan project initiation.

Deliverables:

- Phasing schedule and campus layouts for each phase

F. Site Visits and Meetings

Over the course of the project the Consultant shall conduct site visits as needed to tour and analyze the facilities and campus and to conduct the following meetings. At least one primary team member must be present at all meetings with the exception of the Project Management Team meetings, as noted below. All site visits and meetings shall be clearly indicated on the project schedule. The Project Management Team will share the results of all previous public and stakeholder efforts with the Consultant and work closely with the Consultant on determining the format, location and advertising/notices for all meetings.

- a. Master Plan Oversight Committee – **At least four meetings** over the course of the project to discuss progress, share findings, and receive direction. The Oversight Committee is the primary guiding body for the entire Master Planning process and shall provide direct input into all major decision points in the project. At the conclusion of the process, the Oversight Committee will make a formal recommendation on the adoption of the Master Plan to the County Board.
- b. Peer Review Panel – **At least two meetings** with a peer review panel to be assembled by the County consisting of local experts in architecture, engineering, events, tourism, real estate development, etc. to discuss potential/proposed improvements to the various facilities and the overall campus layout.
- c. Users Panel – **At least two meetings** with major users of the AEC (as invited by the County) to discuss proposed facility improvements and campus layout.
- d. Destination District Redevelopment Plan – **At least one meeting** with the leaders of the multijurisdictional planning process for the larger area surrounding the AEC campus.
- e. Public Presentations – **At least two presentations** to the general public to share draft and final concepts for primary facilities and campus layout. Presentation materials developed by the Consultant for the public presentations shall be in formats that readily allow the County to use

them for additional public and stakeholder events and for posting on the project website, broadcasting on public access television channels, etc.

- f. Project Management Team – Mark Clarke, AEC Director, will serve as the County’s primary point of contact for the Consultant. The Consultant shall conduct **monthly check-in meetings** with Mr. Clarke and a small Project Management Team of other County representatives to discuss progress, share findings, receive direction, and determine next steps. These meetings may be in-person as they may overlap with the site visits or over the phone/internet.

Deliverables:

- Meeting agendas and summaries
- Presentation materials such as PowerPoints, display boards, handouts, etc.

3.0 PROPOSAL PREPARATION REQUIREMENTS

Proposals should be organized to comply with the section numbers and names as shown below. Each section heading should be separated by tabs or otherwise clearly marked. Accordingly, graphics, tables and charts are encouraged, but the page limitations shall include these as well. Hardcopies shall be bound in an 8½” x 11” format, but up to five 11”x17” pages for graphics may be included and shall count as only one page each. The RFP sections which should be submitted/responded to are:

3.1 Proposal Cover (1-page maximum)

Prominently include the project title (Alliant Energy Center Campus Master Plan), RFP #, name of the lead consulting firm, and date of submittal. Graphics and additional information are optional.

3.2 Signature Affidavit (See Attachment A in Section 7.0: Required Forms)

3.3 Table of Contents (2-page maximum)

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are permitted and will not count toward page limitations nor will pages that are left entirely blank.

3.4 SECTION 1. Cover Letter (2-page maximum)

Provide a letter of introduction that includes the following at a minimum:

- Name of lead consulting firm
- Name and contact information of the proposed project manager
- Name and contact information of person authorized to submit the scope and cost proposal on behalf of the firm
- Acknowledgment that respondent has reviewed the RFP and all addendums in their entirety

3.5 SECTION 2. Firm Description (2-page maximum for primary Consultant, 1-page maximum for each sub-consultant)

Provide a description of each firm including the services provided, unique skills and expertise offered, length of time in business, form of incorporation, and the location of the primary office that will work on the project.

- 3.6 SECTION 3. Project Team and Roles (2-page maximum)**
Provide a project organizational chart and overview of the roles, responsibilities and level of effort to be provided by the primary team members.
NOTE: the identified project manager of the selected firm will be specifically listed in the contract and the County shall reserve the right to terminate the contract if the identified project manager is unable to complete the project for any reason.
- 3.7 SECTION 4. Relevant Firm Experience (5-page maximum for primary Consultant, 1-page maximum for each sub-consultant)**
Provide a description of the work performed, budget, dates and a client contact for projects the respondent firms have completed that are relevant to the scope of services requested in this RFP.
- 3.8 SECTION 5. Team Resumes (2-page maximum for Project Manager, 1-page maximum each for all other primary team members)**
Provide information relevant to each member's capabilities, experiences and education to complete the project as proposed.
- 3.9 SECTION 6. Project Understanding and Approach (8-page maximum)**
Provide the Consultant's understanding of the project and expected outcomes and describe the Consultant's proposed approach to completing the scope of services as outlined in Section 2.3 of this RFP and the deliverables to be provided. **This should include how the Consultant intends to address the issues and objectives described in Section 2.1.D.** Respondents may offer an alternate set of tasks as they deem appropriate provided that the entire scope of work and deliverables as described in Section 2.3 are addressed. The format/primary tasks used to present the approach should track with those used to describe the roles of project team members, the project schedule, and cost proposal.
- 3.10 SECTION 7. Project Schedule (2-page maximum)**
Provide a project schedule that tracks with the project approach and identifies key project milestones such as the site visits and the associated meetings as described in Section 2.3.F of this RFP. The project schedule should take a **maximum of 12 months to complete and preferably less.** To the extent possible, the County would like to have the initial set of improvements identified by August 2018 for potential inclusion in the 2019 budget. A tabular format is preferred, but not required, for this section.
- 3.11 SECTION 8. Required Forms (see Attachments B – D in Section 7.0: Required Forms)**
- Vendor Registration Certification (Attachment B)
 - Designation of Confidential and Proprietary Information (Attachment C)
 - Fair Labor Practices Certification (Attachment D)

4.0 COST PROPOSAL

4.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

4.2 Format for Submitting Cost Proposals

See Attachment E.

4.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed for the length of the project.

4.4 Required Form (see Attachment E in Section 7.0: Required Forms)

- Cost Proposal (Attachment E). Submitted separate from the rest of the proposal. (see Section 4.1 for instructions)

5.0 GENERAL PROPOSAL REQUIREMENTS

5.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

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

5.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

5.3 Incurring Costs

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

5.4 Vendor Registration

All proposers wishing to submit a proposal must be a paid registered vendor with Dane County. Prior to the RFP opening, you can complete a registration form online by visiting our [website](#), or you can obtain a Vendor Registration Form by calling 608-266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

5.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

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

5.6 Required Copies

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format saved on a Flash Drive.**

5.7 Proposal Organization and Format

Proposals should be organized to comply with the section numbers and names as shown in Section 3.0: Proposal Preparation Requirements.

5.8 Multiple Proposals

Multiple proposals from a vendor 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.

5.9 Oral Presentations and Site Visits

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each

presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

5.10 Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.13, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

5.11 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.12. See Section 27.0 Standard Terms and Conditions. The minimum living wage rate for 2017 is \$12.50. For future years it will be: \$13.00 for 2018, \$13.50 for 2019, \$14.00 for 2020, \$14.50 for 2021 and \$15.00 for 2022. After 2022, the living wage will increase annually according to the increase in the Consumer Price Index. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division [website](#).

6.0 PROPOSAL SELECTION AND AWARD PROCESS

6.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 3 and Section 5 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

6.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

6.3 Right to Reject Proposals and Negotiate Contract Terms

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

6.4 Evaluation Criteria

The proposals will be scored using the following criteria:

| General Requirements | Percent |
|--|----------------|
| Organization Capabilities and Experience (Section 3.5) | 20% |
| Staff Qualifications, and Experience (Section 3.6) | 15% |
| Technical Requirements | Percent |
| Project Understanding and Approach (Section 3.9) | 40% |
| Project Schedule (Section 3.10) | 15% |
| Cost | Percent |
| Cost (Section 4) | 10% |
| Total | 100% |

6.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

6.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

7.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 3.0. Blank forms are attached.

- Attachment A Signature Affidavit
- Attachment B Vendor Registration Certification
- Attachment C Designation of Confidential and Proprietary Information
- Attachment D Fair Labor Practices Certification
- Attachment E Cost Proposal

| SIGNATURE AFFIDAVIT | |
|----------------------------|--|
| NAME OF FIRM: | |
| STREET ADDRESS: | |
| CITY, STATE, ZIP: | |
| CONTACT PERSON: | |
| PHONE #: | |
| EMAIL ADDRESS: | |
| FAX #: | |

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 of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print)

Date

- Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)
 Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

| LOCAL VENDOR PURCHASING PREFERENCE | |
|---|--------------------------------------|
| Are you claiming a local purchasing preference under DCO 25.08(7)? | |
| <input type="checkbox"/> No (continue to next page) <input type="checkbox"/> Yes (complete remainder of this section) | |
| Indicate if your company has an established place of business located in any of the following Wisconsin Counties. An established place of business means a physical office, plant or other facility. A post office box address does not qualify your company as a Local Vendor. DCO 25.08(7)(b) | |
| We are claiming a preference as a Dane County Business | <input type="checkbox"/> Dane County |
| We are claiming a preference as a business located in a county adjacent to Dane County: | |
| <input type="checkbox"/> Columbia County <input type="checkbox"/> Dodge County <input type="checkbox"/> Green County <input type="checkbox"/> Iowa County <input type="checkbox"/> Jefferson County <input type="checkbox"/> Rock County <input type="checkbox"/> Sauk County | |

VENDOR REGISTRATION CERTIFICATION

Per Dane County Ordinance, Section 62.15, “Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20.”

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at www.danepurchasing.com. You will be prompted to create a username and a password, and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check, make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

CERTIFICATION

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

| | | | |
|-----------------|--|---------------------|--|
| Vendor # | | Last Paid On | |
|-----------------|--|---------------------|--|

| | |
|--|--|
| Business Representative Signature | |
| Business Name | |
| Date Signed | |

| DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION | | |
|---|--------------------|--------------|
| <p>The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.</p> | | |
| Section | Page Number | Topic |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Check mark : This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, 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.

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.

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

Signature

Title

Name (type or print)

Date

**FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)**

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:
www.nlr.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 25.09 (1) is as follows:

(25.09) BIDDER RESPONSIBILITY. (1) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

| COST PROPOSAL | |
|----------------------|--|
| Firm Name | |

Pricing shall be inclusive of all labor and expenses necessary to complete all of the services in accordance with the specifications, terms and conditions of this RFP and your proposal.

Using either the six general tasks listed under the scope of services in Section 2.3 of the RFP or the specific tasks contained in Section 6 of your proposal, please provide a cost for each task and a total lump sum price.

| Service | Price |
|---------------------------|--------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| TOTAL PROJECT COST | \$ |

| COST PROPOSAL | |
|------------------|--|
| Firm Name | |

Provide an hourly rate for key personnel. This will only be used if additional services are required.

| Job Title | Hourly Rate (\$) |
|-----------|------------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |

8.0 STANDARD TERMS & CONDITIONS

(Request For Bids/Proposals/Contracts)
Dane County Purchasing Division
Rev. 11/2017

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract 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. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein 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 FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale 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 evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 **TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 **GUARANTEED DELIVERY:** Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 **APPLICABLE LAW AND VENUE:** This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor 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.

15.0 **ASSIGNMENT:** No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 **NONDISCRIMINATION/AFFIRMATIVE ACTION:** During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract

Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 **AMERICANS WITH DISABILITIES ACT:** The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 **PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

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

19.0 **WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE.

20.1. Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of vendor

furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less

than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on claims-made policies, either vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.12, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.12, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."