CITY OF SUN PRAIRIE

REQUEST FOR PROPOSALS

RFP# 22-PRF04

Wetmore Park East Shelter & Amphitheater Design

Date Issued: Monday, October 25, 2021

SUBMIT RFP TO

City of Sun Prairie

Parks, Recreation & Forestry Department

300 E Main St

Sun Prairie, WI 53590

SUBMISSION DEADLINE

Friday, November 19, 2021, 2:00 PM

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I. NOTICE TO PROPOSERS

A. Summary

The City of Sun Prairie department of Parks, Recreation & Forestry is soliciting proposals from qualified vendors for architectural design services and post-design services. Vendors submitting proposals are required to read this Request for Proposals "RFP" in its entirety and follow the instructions contained herein.

B. Important Dates

Deliver proposals no later than the due time and date indicated below. The City will reject late proposals:

Issue Date: **Monday, October 25, 2021**
Questions Issue Date: **Friday, November 5, 2021**
Answers Posted Date: **Friday, November 12, 2021**
Due Date: **Friday, November 19, 2021, 02:00 PM** CST

C. How to Submit a Proposal

Submit all required documentation in separate, sealed envelopes. Each envelope should be clearly marked as to the contents.

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version (if applicable).

Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposal. Cost must be submitted separately.

Signature Affidavit (Form A): One Copy
Receipt of Forms (Form B): One Copy
Vendor Profile and Qualifications (Form C): One Copy
References (Form D): One Copy
Insurance and Indemnification(Form E): One Copy
Sustainability Questionnaire (Form G): One Copy
Cost Proposal (Form F): One Copy in separate sealed envelope
Printed or Electronic Proposal: One Copy (Cost separately)

All proposal costs are the expense of the proposer. The City will not consider illegible proposals. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through F to City of Sun Prairie Clerk's Office by **Friday, November 12, 2021, 02:00 PM** CST.

All proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 22-PRF04
Title: Wetmore Park East Shelter & Amphitheater Design
Due: **Friday, November 12, 2021, 02:00 PM** CST

All email correspondence must include RFP # in the subject line.

Delivery of hard copies to:	City of Sun Prairie Clerk's Office 300 East Main Street Sun Prairie, WI. 53590
Delivery of electronic copy to:	via email to purchase@cityofsunprairie.com or on a commonly used media with the hard copies

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging must be clearly marked with the RFP name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

D. Contact Information

The City of Sun Prairie Parks, Recreation & Forestry is the procuring agency:

Cindy Burtley, Parks & Forestry Divison Manger
City of Sun Prairie Parks, Recreation & Forestry
2598 West Main Street
Sun Prairie, WI. 53590
Phone: 608-669-1457
Fax: 608-825-0716
cburtley @cityofsunprairie.com

E. Inquiries, Clarification & Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the department contact listed above in section D.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see Addenda below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take "exception" to bid terms, conditions, specifications

and dates stated within the bid package. However, the City of Sun Prairie reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

F. Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to the same websites as the original distribution – see G below. It is the proposer's responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

G. Bid Distribution Networks

The City of Sun Prairie posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the proposer's responsibility to regularly monitor the bid distribution network for any such postings. Proposer's failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City proposers.

- **VendorNet** System: State of Wisconsin and local agencies bid network. Registration is free.

  Home Page: http://vendornet.state.wi.us/vendornet

- **DemandStar** by Onvia: National bid network – Free subscription is available to access proposals from the City of Sun Prairie and other Wisconsin agencies participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

  Home Page: www.demandstar.com
  To Register: www.onvia.com/WAPP

Bid Opportunities: http://www.cityofsunprairie.com/504/Bid-Opportunities

H. Local Vendor Preference

The City of Sun Prairie has included a local vendor preference granting a scoring preference to local suppliers. The "local area" is defined as a physical address where the entity does business within the City of Sun Prairie. United States Post Office boxes or other private postal boxes are insufficient to satisfy the requirements of this section.

Exemptions and limitations may apply. Due to state law, buy local preference may not apply to public works projects. Due to federal restrictions, federally funded programs are also exempt. Exemptions will also be made for emergencies, sole source purchases, cooperative purchasing agreements and cases in which a local vendor is not qualified as determined by City staff. If it is

determined by City staff that a vendor has misrepresented its local status, it will be ineligible to receive preference.

I. Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the proposer's expense.

J. Acceptance/Rejection/Withdrawal of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

K. Public Record Law Compliance

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

a. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.

b. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

L. Public Records Notice

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" – defined in State of Wisconsin Statues – may be held confidential.

Proposers shall separately and clearly identify all information they deem to be "trade secrets", as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information deemed confidential and sealed, elsewhere in your response.

> S. 19.36(5)
> (5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).
>
> S. 134.90(1)(c)
> (c) "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.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of proposals from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all proposals will be available for review in accordance with such laws.

M. Tax Exempt

The City of Sun Prairie as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statue 77.54(9a). Federal Tax ID #39-6006382. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42322.

N. Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as "cooperative" or "piggyback" purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFP as a basis; they are made solely between the bidders and third party unit of government.

O. Terms of Contract

1. Term of Contract – The term of the contract shall be for a two (2) year period to commence on: **Monday, January 3, 2022**, ending on **Sunday, December 31, 2023**.
2. Option to Extend – The City of Sun Prairie reserves the right to extend the contract for one (1) additional year period, upon the same or more favorable terms and conditions, and under mutual agreement of both parties.
3. Contract Extension Pricing – Contract prices on an extended contract will be adjusted (escalated or deescalated) based upon the average annual change in the Consumer Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category "All Items"). The CPI-U value is published by the BLS at its website: http://www.bls.gov/cpi/news.htm

   The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price.

   The City of Sun Prairie reserves the right to discontinue the contract's remaining option year and may elect to re-advertise the contract in whole or in part when changes in prices are not mutually acceptable between the contractor and the City.

   Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract.

4. Subcontracting Regulations – Successful vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, vendor or corporation.

P. Cancellation/Termination of Contract

The City of Sun Prairie may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the City's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the City. In the event that the

contractor terminates the contract, for any reason whatsoever, it will refund to the City within 30 days of said termination, all payments made hereunder by the City to the contractor for work not completed or not accepted by the City. Such termination will require written notice to that effect to be delivered by the contractor to the City not less than 30 days prior to said termination.

Q. Evaluation Process and Scoring

Evaluation Team

The RFP will be reviewed by the Evaluation Team. Evaluation team consists of at least three members and at most five members. At least one member from each of the following departments: Department that initiated the RFP, reporting committee and Finance Department. All proposals will be scored individually. The staff member from the Finance Department will oversee the evaluation process to ensure fairness within the process. This process may take a few hours or a few days, depending on the number and length of proposals and the availability of those on the evaluation panel.

Evaluation team will examine each proposal to determine if all minimum requirements have been met to warrant further evaluation. Proposals meeting the minimum requirements will be evaluated in accordance with the point rating system. To qualify as a competent proposer written proposals must achieve an overall minimum of 70*]* % for the categories marked with an asterisk (*).

Minimum Requirements

1. The key project staff have experience in leading at least five projects of similar scope within the last five years.

2. A project schedule is included with the proposal with general tasks and target dates.

Evaluation Criteria and Process

Evaluations of the proposals will be based on a weighted point system as follows:

Criteria	Description	Point Weight
1	Qualifications of Firm*	25
2	Relevant Experience of Firm*	25
3	Costs	25
4	Sustainability	10
5	DBE/WBE	10
6	Local Preference	5
	TOTAL	100

Definition of Major Criteria Categories:

Qualification of Firm: The evaluation is based on qualifications and competence in relation to the scope of the project, the overall approach and strategy described in the proposal and company's capacity to perform the work within the specified timeframe, the professional qualifications of key personnel related to the work described in the scope of the project.

Relevant Experience of Firm: Evaluation is based on the history of the company, the experiences as it related to the requirements within the RFP, evidence of past performance, quality and relevance of past work, reference and related items.

Sustainability: The City's vision is to create and expand sustainability practices while always recognizing the interdependence of environmental quality, economic resiliency and growth, and social equity. Evaluation is based on the effect business has on the environment, society and economy.

DBE/WBE:

DBE (Disadvantaged-Owned Business Enterprise):

- At least 51 percent owned by one or more socially and economically disadvantaged individuals; and
- Controlled (managed and operated daily) by one or more socially and economically disadvantaged individuals.

WBE (Woman-Owned Business Enterprise):

- Organized as a for-profit business, performing a commercially useful function;
- At least 51 percent owned by one or more women; and
- Controlled (managed and operated daily) by one or more women

Local Preference: To qualify as "local," a business must meet at least two of three criteria:

- The portion of its employees working at facilities in the City of Sun Prairie (at least 50%);
- The portion of ownership vested with City of Sun Prairie residents (at least 50%); and
- The portion of sourcing within the City of Sun Prairie area (at least 15%).

Evaluation of Criteria

Criteria 1 and 2: Qualifications of Firm and Relevant Experience of Firm:

Evaluation team will use the evaluation scoring guide below to evaluate these two criteria. Each criteria will have a maximum number of points assigned to it. Based upon

how well the proposal addressed each criteria, the evaluation team assigns a percentage of 0% up to maximum percentage of 100% to each criteria and then multiplies the maximum points by the appropriate scoring percentage to compute the final score.

Evaluation Scoring Guide					
Percentage (%)	**Quality of Response**	**Description**	**Strengths Relative to Requirement**	**Weaknesses**	**Confidence In Proposed Approach**
90-100	Excellent	The proposal addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other factors to justify this rating.	Meets requirements - numerous strengths in key areas.	None	Very High
80-89	Good	The proposal addresses the requirements completely and addresses some elements of the requirements in an outstanding manner	Meets requirements - some strengths in key areas	Minor - not in key areas	High
70-79	Moderate	The proposal addresses most elements of the requirements.	Meets most requirements - minimal strengths provided in their response.	Moderate - does not outweigh strengths	Moderate
60-69	Marginal	The proposal meets some of the RFP requirements.	Meets some of the requirements with some clear strengths.	Exist in key areas - outweighs strengths	Low
0-59	Unacceptable	The proposal meets a few to none of the RFP requirements.	Meets a few to none of the requirements with few or no clear strengths.	Significant and numerous	No Confidence

For example:

Criteria (1)	***Point weight (2)***	***Percentage (3)***	***Final Score (2x3)***
Qualifications of Firm	*25*	*80%*	*20*
Relevant Experience of Firm	*25*	*90%*	*22.5*

Criteria 3: Cost

The Finance Department complete the evaluation of the cost points. The proposal with the lowest cost received the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal.

Price of Lowest Cost Proposal X Maximum points available=Awarded Cost Points
Price of Proposal Being Rated

For Example:

> *The cost for the lowest proposal is $100,000. The next lowest proposal has a cost of $125,000. If the total points available for the cost criteria = 25 points, the next lowest proposal would be assigned 20 points ($100,000/$125,000) x 25pts)*

Criteria 4: Sustainability:

The proposal should demonstrate alignment with the City's sustainability objectives, as outlined in the Task Force on Sustainability Report (specifically, Strategic Recommendations starting on page 11). Examples include business efforts to reduce resource consumption (electricity, fuel, water, materials, food, etc.) and associated emissions, relevant commitments to sustainability initiatives or goals, and progress towards or completion of industry-standard certifications (examples include GRI, LEED, ISO14001, SASB); relative to the type of product/service being provided. The evaluation team will use the scoring guide below to assess responses, understanding that sustainability is a broad undertaking with many potential strategies and outcomes. Proposers are required to complete the Form G: Sustainability Questionnaire and submit it with the proposal.

Scoring Guide

Criteria	Measurement	Score	Guidance
1. Reduction in product/service	Absent (0), moderate (1-2),	0-6	Demonstrated, measureable reduction in electricity, fuel, water,

emissions, resource consumption	good (3-4), excellent (5-6)		materials, and food consumption related to the product/service.
2. Commitments to sustainability initiatives or goals	Absent (0), good (1), excellent (2)	0-2	Business initiatives (internal and external) and goals that support the community and environment.
3. Sustainability-related certifications	Absent (0), in progress or 1 certification (1), 2+ certifications (2)	0-2	Certifications recognize pursuit of operational best practices and demonstrate alignment on shared values.
Overall Sustainability Score	Absent-Excellent	0-10	Refer to provided guidelines

Criteria 5: DBE/WBE:

DBE/WBE certified Business receive full 10 points. Non-certified business receive zero point.

Criteria 6: Local Preference:

Local business receive full 5 points. Non-local business receive zero point.

R. Insurance and Indemnification Requirements

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract. See Form E for requirements.

II. DESCRIPTION OF RFP

BACKGROUND

Wetmore Park is located at 555 North Street, Sun Prairie, WI 53590. The park is a 10.4 acre community park that is home to the brand new Tom & Rita Tubbs Splashpad & Playground (constructed and opened to the public in 2021), two shelters, a restroom facility, wide open green space, and two ice skating rinks. Wetmore Park is also home to the Parks, Recreation & Forestry Department's summer Movies and Concerts in the Park series.

A master concept plan for Wetmore Park was completed in 2019. The City is seeking a qualified consultant to refine the existing concept plan based on current day needs and develop final design, construction documents and provide construction administration services for:

(1) a new shelter on or nearby the existing east shelter's footprint that includes a concession stand, restrooms, and also serves as a warming house in the winter months

(2) an amphitheater facility with the infrastructure and capacity to support the City's Concerts and Movies in the Park series.

SCOPE OF WORK:

The consultant shall:

Review relevant local, state and federal regulations and policies for their impact on the proposed project
Review and use the existing Wetmore Park master concept plan as a guiding document in developing the project design
Work directly with City staff to lead coordination efforts of the project (City will coordinate and co-facilitate public input for the project).
Provide all required design and engineering for building shelter, amphitheater and site components.
Prepare and submit all required permit applications.
Provide scope of services and map of soil borings for a geotechnical investigation and report. The City will obtain the report and direct bill firm completing the geotech services.

Key Park Shelter Components:

Total shelter area of approximately 4,000 – 4,500 square feet
Include a covered, open-air area with a paneling system that allows the space to function as a warming shelter during the winter months. Open-air area should hold at least 12 picnic tables
ADA restrooms, and ADA family restrooms (enough to satisfy code for park facilities)
Shelter should be insulated for year-round usage with the ability to winterize it.
Concession area with serving window and storage
Explore the option for an enclosed, indoor space which could be used instead of the paneling system for the warming shelter
Janitorial closet
Keyless door systems consistent with the City's standard

Key Amphitheater Components:

Total area of approximately 1,500 - 2,000 square feet
Final location of amphitheater to be determined by City prior to commencement of project
A covered, bandshell area with an elevated stage. ADA access to the stage with either ramp system or elevator system.
Built-in sound amplification, screen and projection systems
Storage area of approximately 200 – 500 square feet on the same level of the stage

Minimum Required Meetings:

Project kick off meeting with key City staff

One public input meeting (City to coordinate and co-facilitate)
One Parks, Recreation & Forestry Commission Meeting
Two Technical Review Committee Meetings
One Common Council Meeting

Preliminary Design:

Review master concept plan with City staff and determine revisions to the existing plan
One public input meeting
Prepare preliminary designs and preliminary cost estimates
Meet with Technical Review Committee and Parks, Recreation & Forestry Commission to present plans

Final Design & Bidding:

Upon approval by City staff, Parks, Recreation & Forestry Commission, and initial review by Technical Review Committee, prepare final design plans and specifications and an updated cost estimate and constriction schedule
Present final plans to technical review committee and work with City staff to make plan adjustments as required by the committee (the approval by the TRC will result in the issuance of a Special Use Permit for the project)
Prepare design and bidding documents as necessary. The City will complete front-end specifications and compile technical specifications into the final bidding document
Assist the City during the bidding process by answering questions and assisting with addenda as needed
Provide recommendations to City staff regarding the award of the construction contract and possible alternates

Construction Administration:

Attend pre-construction meeting and regular on-site job meetings
Review and recommend changes and/or approval of all shop drawings and other submittals
Review change order requests
Review requests for payment to the contractor
Make final inspections and prepare punch list for final acceptance
Provide as-built information on the project to reflect changes to design during construction
Review as-built information provided by contractor

Proposed Project Schedule:

Provide updated project schedule as needed

TASK	TARGET DATE(S)
Project kick-off	January 2022
Concept design	January – February 2022
City Review	March 2022
Design Development	April – May 2022
Permit/Construction Documents	May – July 2022
Bidding	August 2022
Project Award & Contract Documents	September 2022
Construction	October 2022 – May 2023
Occupancy	June 2023
Delivery of As-Builts	August 2023

III. REQUIRED INFORMATION

N/A

Form A: Signature Affidavit

RFP #: 22-PRF04

This form must be returned with your response.

In signing Proposals, we 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 Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal, herby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the attached Proposal and pricing is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

_____

COMPANY NAME

_____ _____

SIGNATURE DATE

_____

PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist

RFP #: 22-PRF04

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: References		
Form E: Insurance Requirements		
Form G: Sustainability Questionnaire		
Form F: Fee Proposal in separate sealed envelope		
Appendix A: Standard Terms & Conditions	N/A	
Addendum #		
Addendum #		
Addendum #		

_____

VENDOR NAME

Form C: Vendor Profile/Qualifications

RFP#: 22-PRF04

This form must be returned with your response.

COMPANY INFORMATION

Company Name (Make sure to use your complete, legal company name.)			
FEIN (If FEIN is not applicable, SSN collected upon award.)			
Contact Name (Able to answer questions about proposal.)		Title	
Telephone Number		Fax Number	
Email			
Address	City	State	Zip

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

Contact		Title	
Telephone Number		Fax Number	
Email			
Address	City	State	Zip

LOCAL VENDOR STATUS

The City of Sun Prairie has included a local vendor preference granting a scoring preference to local suppliers. Only suppliers within the City of Sun Prairie limits as of the bid's due date will receive preference.

CHECK ONLY ONE:
☐ **Yes**, we are a local vendor.
☐ **No**, we are not a local vendor.

CORPORATION INFORMATION

If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors

LICENSES AND PROFESSIONAL REGISTRATION

List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you will be required to provide a copy of such license/registration before work can begin.

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if applicable)	License/Registration Expiration Date

CONFLICT OF INTEREST

A conflict of interest may exist where an employee or close relative/family member has a connection to your business, and a third party may consider that this relationship may compromise the competitive process. Does any employee of your company have a possible conflict of interest with this process? Yes No
If yes, please specify the following:
Employee Name: _____ Employee Phone Number: _____

Employee's Relationship: _____

PRIOR WORK

Has your organization ever performed work for the City of Sun Prairie? Yes No
If yes, please specify scope of work:

WORK EXPERIENCE

List contracts for similar services or materials that have been completed within the last five years.

Project	Location	Type of Service	Total Amount of Contract	Completion Date	Name/Phone of Owner or Other References

KEY PROJECT PERSONNEL INFORMATION

Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years of Experience	Education (Degrees, Certificates)	Other Relevant Experience and/or Qualifications

JUDGEMENTS AND CLAIMS

Are there any judgements, claims or suits pending our outstanding against you or your organization?
Yes No

If yes, please explain:

DISPUTES REGARDING LIENS

Has any owner or higher-tier contractor with whom you r business has had a contract ever disputed a claim of lien filed by you or your organization? Yes No

If yes, please explain:

RECEIVERSHIP

Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?
Yes No

If yes, please explain:

LEGAL INFRACTIONS

Have you or your organization been cited and/or fined for failure to comply with federal or state regulations and/or statues in the past two years? Yes No

If yes, please explain:

BONDING- Only if needed

Attach a letter from your surety company or its agent licensed to do business in Wisconsin verifying your organization's capacity to provide adequate performance and payment bonds.

Have any funds been expanded by a surety company on your behalf? Yes No

If yes, please explain:

List all of the surety companies that have provided bonds for your company for the past five years:

Information provided in this application may be audited by the City of Sun Prairie.

Provision of information on Form C does not relieve your company from providing the same or additional information as requested in a response to a request for proposal.

Submittal of Form C does not guarantee qualification. Qualification will be given only if your company meets all statutory, regulatory or City requirements, including those not listed on this application. Qualification does not guarantee your company any business.

Your company must update significant information changes in writing within 30 days. Significant changes include, but are not limited to: change of legal status, TIN, ownership, name, address, as well as loss of licensure or registration, filing of bankruptcy, or suspension by any federal, state, or local government agency.

Failure to provide accurate and reliable information required by this form may, in accordance with any and all applicable laws, result in penalties including, but not limited to, suspension or debarment from doing business with the City of Sun Prairie and termination of contracts.

Form D: References

RFP #: 22-PRF04

This form must be returned with your response.

Reference # 1 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

Reference # 2 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	

Description of the Performed Work			
Reference # 3 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

Reference # 4 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

Reference # 5 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

Reference # 6 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

Form E: Professional Services Insurance and Indemnification Requirements

RFP #: 22-PRF04

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract.

INDEMNIFICATION – Professional Services

To the fullest extent allowable by law, Consultant hereby indemnifies and shall defend and hold harmless City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Sun Prairie. Consultant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Sun Prairie, or City of Sun Prairie's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Consultant, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to the City of Sun Prairie under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Consultant shall reimburse City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers.

GENERAL CONDITIONS – Professional Services

Laws, Regulations and Permits – The Consultant shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the project. The Consultant shall also be liable for all violations of the law in connection with the project. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, the Consultant shall bear all costs arising therefrom.

Safety & Security – The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin labor Code and the U.S. Department of Transportation Omnibus transportation Employee Testing Act.

INSURANCE REQUIREMENTS – Professional Services

Unless otherwise specified in this Agreement, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance – The Consultant shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Consultant shall provide statutory covers for work related injuries and employer's liability insurance with limits of $1,000,00 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance – The Consultant shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

Limits – The Consultant shall maintain limits no less than the following:

1. General Liability – One million dollars ($1,000,000) per occurrence ($2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504 endorsement provided to the City of Sun Prairie) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – One million dollars ($1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability – Five million dollars ($5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.
4. Professional Liability – One million dollars ($1,000,000) per claim and annual aggregate.

Required Provisions – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. The City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033 for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises occupied or used by the Consultant; and vehicles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or

volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Sun Prairie, its directors, officers, employees, or authorized representatives or volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after sixty ((60) days) (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Sun Prairie.
6. Such liability insurance shall indemnify the City of Sun Prairie against loss from liability imposed by law upon, or assumed under contract by, the Consultant for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The Consultant shall, upon demand of the City of Sun Prairie, deliver to the City of Sun Prairie such policy or policies of insurance and the receipts for payment of premiums thereon.

Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Sun Prairie. At the option of the City of Sun Prairie, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of Sun Prairie Finance Department, a certificate of insurance (Acord Form 25-S) signed by the insurer's representative as well as endorsements evidencing the coverage required by this agreement. In addition Form CG 20 10 11 85 covers all bases OR Form CG 20 10 07 04 for ongoing work exposure AND Form CG 20 37 07 04 for products-completed operations exposure. Contractor will also provide form CG 28 04 10 93, Earlier Notice of Cancellation with 30 days' notice.

Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-6.

Sub-Contractors – In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Form F: Fee Proposal

RFP #: 22-PRF04

This form must be returned with your response.

Prepare the Fee Proposal to include the following:

1. All Inclusive – Covers all direct and indirect necessary expenses for each section.

2. Not to Exceed – The actual fees shall not exceed the amount specified on each line of the fee proposal.

    a. Design Related Services $ _____

    b. Bidding and Construction Related Services $ _____

3. Will Vendor accept credit card for payment with no additional fees?

    _____ Yes _____ No

4. Will Vendor accept payment via Electronic Funds Transfer (EFT)?

    _____ Yes _____ No

5. Will Vendor allow Piggybacking of this contract to other government agencies?

    _____ Yes _____ No

    The above fees shall be compensation for all the services provided pursuant to this agreement. The cost for project deliverables shall be included as part of the costs above. This fee includes all necessary meetings with the City Council and such Committees, Boards, and Commissions as required. All costs incurred by the contractors and all sub-contractors are included herein.

    Any additional services over and above the services described in this agreement shall be provided only when authorized in writing by the City's designated representative. For

additional services, provide the hourly rate for all staff positions (ie – Engineer Technician, Project Engineer, etc.) that may be designated for this project and any overhead rates that would apply:

_____
_____
_____
_____
_____
_____
_____
_____
_____

The undersigned, submitting this Proposal, herby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the pricing is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.
Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

_____
COMPANY NAME

_____ _____
SIGNATURE DATE

_____
PRINT NAME OF PERSON SIGNING

Form G: Sustainability Questionnaire

RFP22-PRF04

This form must be returned with your response.

Complete the Questionnaire in the form set out below. Should more space be required, the proposer may use the same table formats and attach separately to the Proposal Form ensuring that such additional pages correctly reference each corresponding section of this form.

1. Please describe how your company strives to reduce emissions and/or resource consumption associated with your product/service. This could include but isn't limited to: electricity, fuel, water, materials, food waste; responses should be framed by the impact of the resource relative to the product/service being provided. (0-6 points).

2. Please describe your companies' commitment to sustainability through initiatives or stated goals. These could include but are not limited to: purchasing policies, employee engagement programs, setting an organizational GHG-reduction target, hazardous substance/chemical reduction, continuous improvement processes, and improved experiences for employees, communities, and customers. This category considers impacts both internal and external to your organization. Scoring is influenced by overall positive impact to the community (0-2 points).

3. Please list all industry best practice or sustainability-related certifications. These could include but are not limited to: GRI, LEED, SASP, ISSP, ENERGY STAR, EMS, SA8000, environmental conservation recognition, ISO series, JUST label, and could be associated with staff, facilities, or the organization itself. Scoring is influenced by pursuit of, progress to, and quantity of certifications and recognition (0-2 points).