

Request for Proposal

Architectural & Engineering Services

Moraine Park Technical College Lead Agency

**For and on behalf of Moraine Park Technical College, Lakeshore
Technical College, Nicolet Area Technical College and
Southwest Wisconsin Technical College**

RFP No. 2023-0023

Due: January 27, 2023 @ 1:30PM (CST)

**Moraine Park Technical College
235 N. National Avenue
Fond du Lac, WI 54935**



Vendors may register online at www.demandstar.com/app/wapp/registration (not the general DemandStar Website) to ensure free automatic notification of and access to solicitations for bids, proposals, and price quotes, as well as other procurement information.

This RFP and all material contained herein are confidential and the intellectual property of Moraine Park Technical College, Lakeshore Technical College, Nicolet Area Technical College and Southwest Wisconsin Technical College.

REQUEST FOR PROPOSAL

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RFP 2023-0023

Proposal due date: January 27, 2023 at 1:30 p.m. CST

Moraine Park Technical College, also on behalf of Lakeshore Technical College, Nicolet Area Technical College and Southwest Wisconsin Technical College, are requesting proposals for Architectural & Engineering Services. **All proposals must be electronically submitted to Onvia DemandStar no later than 1:30 p.m. CST on January 27, 2023.** Electronic Bid means the bidder, in response to an advertised invitation to bid, submits all documentation, including information and documents specified in the invitation to bid, only through an electronic process to an identified secure electronic mail account, in this case Onvia DemandStar, that will not nor cannot be opened by the Office or an agency until the due date and time posted.

We strongly recommend that you give yourself sufficient time and at least one (1) hour before closing time to begin the uploading process and to finalize your submission. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. Instructions for Onvia DemandStar Registration and User Guide can be found under Additional Vendor resources at <https://www.morainepark.edu/experience-mptc/facilities/procurement-services/>.

Need Help with Onvia DemandStar?

Onvia DemandStar customer support is available from 6 a.m. to 6 p.m. Pacific daily (9 a.m. to 9 p.m. Eastern). Please contact Onvia DemandStar at support@demandstar.com for technical questions related to your submission. You can call phone support at: (206) 940-0305 or toll-free at 1 (866) 273-1863.

Proposals will not be publicly opened.

For more information regarding the proposal process, please contact Tim Keenan, Purchasing Manager, at (920) 924-3240 or tkeen@morainepark.edu.

All proposal pricing must be guaranteed for at least the first year.

Purchasing Manager
Moraine Park Technical College



Tim Keenan

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| COOPERATIVE PURCHASING FORM | Separate Form Posted On Onvia DemandStar |
| QUALIFICATION REQUIREMENTS & CONTROL | Separate Form Posted On Onvia DemandStar |
| DESIGNATION of CONFIDENTIAL and PROPRIETARY INFORMATION | Separate Form Posted On Onvia DemandStar |
| HOURLY RATE QUOTATION..... | Supplier submits on their own letterhead to Onvia DemandStar |

BACKGROUND OF COLLEGE

Background

The Wisconsin Technical College System consists of sixteen independent and publicly funded two-year technical districts located at various locations within the State of Wisconsin providing post-secondary and adult education. Multiple Colleges are participating in this joint request for proposal (RFP) to select a supplier or suppliers to provide architectural engineering services. Each college will make its own decision on which firm(s) to award the agreement/contract to, based on which firm best meets its needs. As a result, multiple awards may occur.

The following colleges are participating in this RFP:

- Moraine Park Technical College (MPTC), located in eastern Wisconsin, comprises all of Fond du Lac, and Green Lake counties, most of Dodge, and Washington counties, and portions of six other counties. Campuses are maintained in Fond du Lac, West Bend, and Beaver Dam, with regional centers located in Jackson and Ripon. Additional information about MPTC can be found at <https://www.morainepark.edu>.
- Lakeshore Technical College (LTC) is a higher education institution located in Manitowoc County, WI. Lakeshore Technical College has a total enrollment of 2,420 students. We believe that everyone deserves a quality education. Because of this, we meet people where they're at to provide it to them. We offer many different career programs, customized training for companies, personal and professional continuing education, and adult education. No matter what you want to learn, you can find it at LTC. <https://www.gotoltc.edu>
- Nicolet Area Technical College (NATC) is a higher education institution located in Oneida County, WI. Total enrollment is approximately 1,236 students. The main campus is located in Rhinelander, Wisconsin on the shores of beautiful Lake Julia, but our reach extends to academic centers throughout the district and through our online classes and programs. As the center for higher education in the Northwoods and beyond, we offer occupational training and a university-level liberal arts education all designed to meet your schedule, support your lifestyle, and ultimately, lead you to the job you want anywhere in the world. <https://www.nicoletcollege.edu>.
- Southwest Wisconsin Technical College (SWTC) is a technical college in Fennimore, Wisconsin. The college's district includes the area covered by 30 school districts, including all of Crawford, Grant, Iowa, Lafayette and Richland counties. It also includes parts of Dane, Green, Sauk and Vernon counties. Additional information about SWTC can be found at <https://www.swtc.edu>.

OVERVIEW OF RFP

Purpose

A Request for Proposal (RFP) is being issued for Architectural & Engineering Services as described in the Statement of Work and Scope of Services. Although at this point four (4) WTCS Districts are actively soliciting replies, several of the remaining twelve (12) WTCS Districts are considering piggybacking the award(s) when their current obligation expires so; we encourage firms throughout the State of Wisconsin or nearby to reply. If you are bidding, please consider completing the Cooperative Purchasing Form and agree to make your services available to the Wisconsin Technical Colleges so they can easily piggyback at a future date.

Scope, Summary

The scope of this RFP is to enter into an agreement(s)/contract(s) with independent firms for Architectural & Engineering Services, in accordance with this Request for Proposal, as described in the Statement of Work and Scope of Services.

The proposing firm should describe its ability to meet the scope of services as outlined in the RFP in accordance with all terms and conditions set forth herein. The College's seek firms who can provide service in an efficient and consistent manner, in accordance with this Request for Proposal, which best serves the College's needs while minimizing cost.

Bid Distribution Networks

The College's posts all bid announcements, addenda notices, and solicitation documents on an online government purchasing website. Proposers must access documents, information, amendments or supplements from this website. It shall be the responsibility of the proposers to regularly monitor the bid distribution website for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response may result in

your proposal being disqualified. **Instructions for Onvia DemandStar Registration and User Guide can be found under Additional Vendor resources at: <https://www.morainepark.edu/experience-mptc/facilities/procurement-services/>.**

Questions/Interpretations

No verbal explanation or instructions will be given in regard to the meaning of the SPECIFICATIONS during the bid period. The College's will not be responsible for verbal instructions. Proposers shall bring questions, inadequacies, omissions, or conflicts to the attention of the College's. **All Proposer requests for clarification or interpretation must be received by the individual indicated below, in the manner indicated below, on or before January 13, 2023 at 2:30 PM (CST).** Prompt clarification will be supplied to all Proposers of record by addendum, via e-bidding. For information related to the College's specifications please contact:

Tim Keenan – Purchasing Manager
Moraine Park Technical College
242 University Ave
Fond du Lac, WI 54935
E-mail – tkeenan@morainepark.edu
Phone: 920-924-3240

Calendar of Events

Listed below are important dates related to this Request for Proposal (RFP). In the event the College's find it necessary to change any of these dates it will do so by issuing an addendum to this RFP, via e-bidding.

| DATE | EVENT |
|---------------------------|--|
| December 9, 2022 | Date of RFP issue |
| January 13, 2023 | Proposer inquiries / questions due @ 2:30 p.m. CST |
| January 27, 2023 | Proposals due from Firms @ 1:30 p.m. CST |
| Week of February 6, 2023 | Optional presentations – TEAM's scheduled event |
| Week of February 13, 2023 | Intent to Award notice issued |
| Week of February 20, 2023 | Final Award Notice |

Submittal of Proposal

Each firm submitting a proposal will be required to present evidence of experience, qualifications, financial responsibility and capacity to perform the requested services. **The entire supporting documents shall be submitted through Onvia DemandStar.**

Proposer is accountable for the response being submitted correctly before the date and time specified as noted in the Due Date section. Onvia DemandStar will not accept any proposals submitted after due date and time of closing.

Addenda issued during the time of bidding shall become a part of the Proposal Documents. Proposers shall acknowledge receipt of each addendum in the appropriate space provided on the Proposal Form.

Any conditional proposal, amendment to the Proposal Form or attachment thereto, or the inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of a Contract, or require consideration of unsolicited material or date in determining the award of a Contract, may disqualify the proposal. Telecommunication alterations to the proposal will not be accepted.

Errors and Omissions in Proposal

Failure by the College's to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the Firm(s) from full compliance with the specifications of the RFP or any awards pursuant to the RFP.

Acceptance/Rejection

The College's reserve the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to best serve the interests and needs of the college. Proposals may be held by the College's for a period not to exceed one hundred twenty (120) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of the Firms, prior to the awarding of the agreement/contract.

Liability and Public Information

All submitted proposals become the property of the College's and information included therein or attached thereto shall become public record after endorsement of final award and/or agreement/contract is made. Proprietary information submitted in response to this proposal shall be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin Public Records Law. Any material submitted by the proposer in response to this proposal that the proposer considers confidential and proprietary and which qualifies as a trade secret as provided in Section 19.26(5) of the Wisconsin statutes or which can be kept confidential under Wisconsin's open records laws must be identified as such. Proposal prices cannot be held confidential.

The College's will endeavor to advise the RFP respondent of any requests for the disclosure of the material so marked with TRADE SECRET, CONFIDENTIAL, or PROPRIETARY, and give the respondent or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested materials, the proposer respondent shall be solely responsible for notifying the submitting party of the requests. The College's sole responsibility is to endeavor to notify the proposer of the request for disclosure, and College's shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of the court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the College's or its officers, employees, consultants, or sub-Contractors.

Qualifications

Firms must possess the necessary authority to do business in the State of Wisconsin and present to the College's that as part of this proposal. The Firm must submit with its proposal, references of at least two (2) equivalent sized institutions. Additional references may be included if available. Information provided must include persons to contact with addresses and phone numbers, the size of the institution served and other pertinent information which would aid in the determination of an experienced Firm.

The College's reserve the right to request additional information to determine the responsibility of the apparent successful Firm relative to its ability to comply with the terms and conditions of this Request for Proposal.

Binding Offer

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition is indicated on the "Proposal Information Form" by the signature of the proposer or an officer of the proposer legally authorized to execute contractual obligations. By submitting a proposal, the proposer at the Firm indicates its acceptance of the terms and conditions of this RFP, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

Right to Negotiate Contract Terms

The College's reserve the right to negotiate the terms of the agreement/contract(s), with the selected Proposer(s) prior to entering into an agreement/contract(s). If agreement/contract negotiations cannot be concluded successfully with the highest scoring responsive and responsible Proposer(s), the College's may negotiate an agreement/contract with the next highest scoring responsive and responsible Proposer(s).

Contract Document

The Colleges may not accept nor sign a bidder's contract. Bidders must be willing to sign and accept each College's contract as the sole document specifying contractual duties and responsibilities for the services in this RFP. This written document constitutes the entire agreement of the parties to the contract and will supersede any representations, commitments, conditions or agreements made orally or in writing prior to the execution of this contract. The contract shall be between the participating Colleges, per Sec. 16.76(1) Wisconsin Statutes, for the provision of Architectural & Engineering Services according to the terms set forth herein.

INSTRUCTIONS TO PROPOSER

Proposal Due Date

Proposals for RFP 2023-0023 **must be received by Onvia DemandStar as noted in the "Submittal of Proposal" instructions prior to 1:30 p.m. (CST) on January 27, 2023.**

Restrictions on Communications

During the time period from the date of release of this RFP until the Colleges have notified all Proposers of its decisions, **all contact with any other employees of the College's concerning this RFP is prohibited**, except as

authorized by the individuals named herein. Failure to adhere to this provision may be cause for disqualification of a Proposer's submission.

Addendum Process

All addenda will be supplied to Proposers of record via the College's e-bidding third party provider, Onvia DemandStar.

Disclosure of Contract Failures, Litigations.

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last three (3) years which involves your firm and all sub-Contractors involved in the project. List any contracts in which your firm and any sub-Contractor have been found guilty or liable, or which may affect the performance of the services to be rendered herein.

Evaluation Procedure

Proposals will be evaluated by a committee of employees representing users from the College's.

Evaluation Criteria

Submitted proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below: (100 points maximum evaluation points)

| | |
|---|-----------|
| 1. Project Experience, Proposed Project Team & Consultants, and Professional References | 50 Points |
| 2. Proposed Rates/Fee Proposal | 35 Points |
| 3. Building Information Model (BIM) | 10 Points |
| 4. Green/Sustainable Design Experience | 5 Points |

The College shall own the copyright for any intellectual property and versions thereof, and all works based upon, derived from, or incorporating works thereof, created under this contract. The College as the holder of these intellectual property rights, shall possess the right to reproduce the intellectual property for distribution. **Firm will produce master drawings for all projects completed by them under this agreement, AutoCAD or whatever format the College wants their drawings.**

Qualified Suppliers

Only proposals from qualified suppliers shall be considered. Factors that may be considered in determining if a supplier is qualified include (but are not limited to): supplier competency, financial capacity, ability to render satisfactory product/work and past performance. The College's reserve the right to request additional information to make this determination. The College's may make a written request for supplier's P&L, Balance Sheet, Certified Auditor Statements or other financial documents for purposes of evaluation of the financial ability of suppliers to provide the materials, service and/or support specified by this RFP. The College's reserve the right to request a site visit to supplier prior to award.

Advance Copy of Contract

Suppliers are to include in their proposal submission an advance copy of their standard agreement/contract or agreement document that they would expect the College(s) to sign, if applicable, should Suppliers firms be awarded the project.

Alternate Proposals

Specifications contained in this RFP are intended to define the level of quality, service and performance and not to restrict competition. Firms offering alternates shall submit, with their proposal, an itemized comparison to the RFP specifications, documenting equivalence for dimensions, quality, performance, service etc. Firms may offer more than one alternative with required supporting documentation. Where certain brands, services or part numbers are specified, it is for illustration or to establish a standard for features and construction. "Or Equivalents" are acceptable and allowed, and Firms are encouraged to offer varying brands of "equivalent" items, supplies and services for consideration. The College's make the final determination of an acceptable equivalent.

Deviations from Proposal Specifications

Any deviations from proposal item specifications must be clearly documented on an attachment to your proposal form and indicated as "Exceptions to Specs". The College's reserve the right to determine if any noted deviations or qualifying statements indicated in a proposal are in the best interest of the individual college and reserves the option to reject any proposal(s), all proposals, or a portion of a proposal(s), on that basis.

Response Format

The response to the RFP shall be complete but succinct and comprehensive and shall include suggested approaches related to the Firm's ability to fulfill the requirements and achieve the objectives and scope of services. Elaborate proposals beyond what's sufficient to present a complete and effective proposal, are not necessary or desired.

Format of Proposal

To be considered responsive, Firms should provide sufficient information in their proposal to show their ability to perform all work and provide all services listed in the SPECIFICATIONS section. All proposals must include these forms with their submission:

Proposal Information / Signature Form

References

W9 Form

Cooperative Purchasing Form

Qualification Requirements

Designation of Confidentiality and Proprietary Information

Hourly Rate Quotation – Firm may use their own form to respond to this element

Authorized signature

Proposals shall be signed and dated by an official authorized to bind the proposer's firm in legal matters.

Taxes, Permits and Licenses

The Firm(s) shall be responsible for obtaining, at their expense, all required permits, and licenses to comply with pertinent College's, municipal, county, State and Federal laws and regulations, and assume liability for all applicable taxes and assessments including, but not limited to, sales, property, franchise, excise, income tax withholding, social security, etc. All the participating Colleges are governmental entities exempt from payment of sales taxes pursuant to Wisconsin Statutes, Section 77.54(9a).

Use of Credit

The Firm shall make all purchases in its own name and not use the credit of the College's in any manner. The Firm alone shall be responsible for purchases and contracts made by them, and the College's at no time and for no reason shall be responsible for any goods purchased by the Firm, or for any other obligations or liabilities assumed or created by the Firm. The Firm shall not use the name of the College's except as, from time-to-time, specifically authorized in writing by the College's.

Laws and Regulations

Firm warrants that they are familiar with and shall comply with all Federal, State, and Local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts, administrative bodies, or tribunals in any manner affecting the performance of the Agreement, including without limitation, Family Educational Rights and Protection Act (FERPA), personally identifiable information (PII) in conjunction with U.S. privacy law and information security, protection of personal Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to use of hazardous materials. No plea of misunderstanding or ignorance thereof will be considered. In addition, Firm shall also comply with all District Board policies, procedures and regulations as may currently and/or in the future pertain to service under the Agreement. These laws, ordinances, regulations, and policies shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though written out in full.

Indemnification

To the extent permitted under the Constitution and the laws of the State of Wisconsin, Firm hereby agrees to indemnify and hold harmless the College's and all of its directors, officers, employees, and agents from all suits, actions, claims or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of the Firm or Firm's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this agreement.

Independent Contractor Status

It is understood and agreed that nothing contained herein is intended or should be construed, as in any way creating or establishing the relationship of partners between the College's and the Firm's. The Firm is an independent contractor and in providing services hereunder shall not be deemed to be the agent of the College's. The College's do not guarantee in any way, a profit to the Firm(s). All persons performing work hereunder for the Firm(s) shall be employees or subcontractors of the Firm(s), and not of the College's, except as expressly agreed upon by the parties. The Firm(s) shall be as fully responsible to the College's for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Firm(s). The sole interest of the College's in respect to performance is to ensure that duties are performed in a competent, efficient, professional and satisfactory manner.

Subcontracting

All Firm(s) submitting proposals shall **not** have the right or power to assign, subcontract, or transfer interest in the agreement/contract incorporating these specifications for performance of the terms and conditions hereof without the written consent of the College's, which shall not be unreasonably withheld.

Contract Terms

The term of this agreement(s)/contract(s) shall be for the purchase of Architectural & Engineering Services. Firm's costs shall include all shipping, handling, and other associated costs.

The contract(s) shall be effective from signing date for a three (3) year period ending June 30, 2026. The contract(s) may be extended by mutual agreement for up to four (4) individual one year term periods. The contract is not to exceed a total maximum length of seven (7) years. **The contract(s) shall automatically be extended into its fourth (4th) through seventh (7th) years unless arrangements are to the contrary, in writing, by the participating colleges or the firm and are made before sixty (60) days prior to the expiration of the initial and/or succeeding contract period(s).** Therefore, if all extensions are exercised, this contract may extend through June 30, 2030.

The successful Firm will be required to assume responsibility and liability for all services and actions provided by Firm employees. The successful Firm shall be the sole point of contact with regard to all contractual matters. Third parties or intermediaries are not acceptable.

Termination Without Cause

Each College may terminate this contract at will without cause or for neglect. Each College may deem the Firm as negligent for such items as (but not limited to) insufficient insurance coverage, failure to meet standards, unsatisfactory quality of service, failure to maintain adequate personnel, any substantial change in ownership of the Firm or failure to otherwise comply with any of the terms of the contract(s). Each College shall provide to the Firm a minimum of ten (10) calendar days written notice of any instance of contract neglect and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the College may terminate the contract by giving sixty (60) day notice, in writing by certified mail of its intention to cancel the contract due to neglect. Assuming the Firm and the participating College mutually agree to all available contract renewals as outlined, the contract will expire at the end of seven (7) years without any additional written notification to the bidder from the College.

Payment and Delivery Terms

Payment terms are Net 45 days from receipt of invoice and is subject to items being received and installed conforming to purchase order specifications and accepted industry standards for quality and performance. Early discount payment terms are acceptable.

Insurance Requirements as Applicable

Certificate of Insurance

Prior to the commencement of services under this agreement/contract, the successful vendor(s) will be required to provide a Certificate of Insurance indicating the coverage listed. For MPTC, the certificate shall be provided via email to: riskmgmt@morainepark.edu. **Please reference project #RFP 2023-0023 Architectural & Engineering Services.**

Additional Insured Requirement

Name Moraine Park Technical College, Lakeshore Technical College, Nicolet Area Technical College and Southwest Wisconsin Technical College as additional insured.

Coverage Amounts Required

Commercial General Liability Coverage

- \$1,000,000 per occurrence
- \$3,000,000 aggregate

Comprehensive Automobile Coverage

- \$1,000,000 combined single limit

Worker's Compensation and Employers Liability

- Must carry coverage for Statutory Worker's Compensation and Employers Liability limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee
- Must include coverage for occupational disease, sickness, and death
- Must include Broad Form All States Endorsement/other states endorsement

Additional Requirements

Must include: Premises and Operations Liability

Must include: Explosion, Collapse and Underground Coverage

Must include: Broad Form Blanket Contractual

Must include: Personal Injury (Group A, B, C) and delete Employment exclusion

Must include: Product and Completed Operations Coverage

Must include: Broad Form Property Damage including Completed Operations

Must include: Independent Contractors Coverage (Owners & Contractors protective)

Commercial Cyber Liability Insurance, Protection of Sensitive Data

The selected Vendor shall obtain at its own expense and evidence via Certificate(s) of Insurance the following insurance requirements before communication of any awarded work and throughout the duration of the Agreement:

- A) Errors and Omissions (E&O), Technology Products E&O : minimum of \$5 million limit and in the annual aggregate, inclusive of defense costs
- B) Network Security / Privacy Liability; including
 - a. Computer or network systems attacks
 - b. Denial or loss of service
 - c. Introduction, implantation, or spread of malicious software code
 - d. Unauthorized Access and Use of computer systems
 - e. Privacy liability
 - f. Breach response coverage
 - i. Liability coverages should have a minimum of \$5 million limit and in the annual aggregate
 - ii. Breach response sub-limits of at least 50% of the liability limit
- C) Crime Insurance: Vendor, at its sole cost and expense, shall obtain and maintain in full force and effect, Third Party Crime/Employee Dishonesty Insurance in an amount not less than \$1,000,000. The insurance shall name the College's as a loss payee.

If policy or policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement. "INSURED" and subsidiaries must be named as an additional insured under E&O, Technology E&O / Technology Products E&O, and Network Security / Privacy Liability coverage sections. Further, an appropriate endorsement deleting the Insured vs. Insured exclusion must be evidenced, so as not to impede a claim by "INSURED" and subsidiaries for a wrongful act of selected Vendor. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

The Colleges District's requires 30-day written notice of cancellation, non-renewal or material change in the insurance coverage.

Force Majeure

In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

Execution of Agreement

Before beginning work, the Firm(s) will furnish insurance documents as required. The awardee(s) will be governed by and construed in accordance with the laws of the State of Wisconsin. The awardee(s) will incorporate all of the specifications, requirements, terms, conditions, and provisions included in the RFP and any addenda thereto, and any additional elements of the Firm's proposal which the College's deems relevant for inclusion. The awarded Firm(s) will be expected to properly and promptly execute this Agreement with the College's. In any areas of conflict between this document and the agreement, this document will prevail.

TERMS AND CONDITIONS**Definition of College, MPTC, LTC, NATC or SWTC**

The term "College", "District", "MPTC", LTC, NATC or "SWTC" as used throughout shall mean the College's participating in this RFP, Moraine Park Technical College, Lakeshore Technical College, Nicolet Area Technical College and Southwest Wisconsin Technical College.

Definition of firm, contractor, supplier, vendor, proposer, offeror, applicant, agency and bidder

Although firm, contractor, supplier, vendor, proposer, offeror, applicant, agency and bidder may have separate meanings, for this RFP they're used interchangeably to represent any individual or entity seeking to or already doing business with MPTC. LTC, NATC and/or SWTC who, based on an assessment of that individual or entities financial, technical and/or business capability, is qualified to fulfill the requirements.

Uniform Commercial Code

The College's agreement/contract terms will be to the provisions of the Uniform Commercial Code for the State of Wisconsin, and the College's will be entitled to all rights and remedies of agreement/contract as afforded under the provisions of the UCC for the State of Wisconsin, not barring any and all state and federal agreement/contract provisions that would also apply and pertain to the College's agreement/contract of this dollar magnitude and nature.

OSHA, Safety Data Sheet (SDS), and Wisconsin Dept. of Commerce requirements (if applicable)

The initial shipment of any items requiring a SDS provided under agreement/contract to the College's, or any other Wisconsin agency participating on the agreement/contract, must include a SDS for filing with each respective shipping location receiving the items. All services must meet OSHA specifications. In addition to OSHA requirements, all items must meet the shipping, recording, and identification requirements of the Wisconsin Department of Commerce.

Request for Financial Statements

The College's may request financial statements containing three (3) years of P&L, Balance Sheet, and other financial documents for purposes of evaluating the financial ability of Firms to provide the scope of service and support required by this RFP. Copies of supplier's Certified Auditor Statements may be requested. In the event such financial information is required for the evaluation of proposals, such will be requested in writing to the Firm by the College's.

Right of Waiver

The College's reserve the right to reject any or all proposals, to waive irregularities, whether minor or major, and to accept the proposal that is judged to be in the College's best interest based on the College's sole determination of the proposals received. All rights are reserved.

Supplier Presentations

The Colleges reserve the right to invite Firms of its choice to do informational presentations for the evaluation committee. These presentations shall be at the Firm's expense.

Best and Final Offer (BAFO)

The BAFO process represents an optional step in the selection process in the request for proposal process and is not part of the agreement/contract negotiation process. The College's may, at its sole option, either accept an offerors initial proposal by award of an agreement/contract or request additional information in a letter to offerors whose proposals are deemed to be reasonably susceptible of being considered for award. This request will advise the time and place to submit a "Best and Final Offer" for consideration.

The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied. Evaluation of the best and final offers will be on the basis of the evaluation criteria set forth in the RFP. After evaluation of the final BAFO submissions, the evaluation committee may recommend to award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the College's.

Survival of Merger or Acquisition

In the event the Firm is acquired during the Term, or is the non-surviving party in a merger, or sells all or substantially all of its assets, this Agreement shall not automatically be terminated, and the Firm agrees to use its best efforts to ensure that the transferee or surviving company shall assume and be bound by the provisions of the agreement/contract.

Rights, Copyrights, Ownership

All conceptual work and images created for this project by the selected Firm(s) shall belong exclusively to the Colleges.

Tax Exempt

Prices quoted shall not include federal or state tax. The Moraine Park Technical College sales tax exempt number is 008-0000178748-11. Lakeshore Technical College sales tax exempt number is 008-0000405733-09. Nicolet Area Technical College sales tax exempt number is 008-0000015842-09. Southwest Wisconsin Technical College Wisconsin sales tax exempt number is 008-0000290609-10.

Fixed Price Period

All prices, costs and conditions outlined in the proposal shall remain fixed and valid for 120 days.

Nondiscrimination

In connection with the performance of work under this agreement/contract, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts. By signing and returning a response to this RFP, you are certifying you will comply with this requirement.

Affirmative Action

Firm agrees to comply with the College's Equal Opportunity/Affirmative Action policy, which says the College's do not discriminate based on age, race, color, sex, creed, disability, political persuasion, ancestry, or sexual orientation against students, employees, or service providers. By signing and returning a response to this RFP, you are certifying you will comply with this requirement.

Tobacco-Free Campus

The successful Firm(s) agrees to abide by the respective tobacco-free campus regulations pertaining to each respective college, if applicable, that awards an agreement/contract to that Contractor(s). By signing and returning a response to this RFP, you are certifying you will comply with this requirement.

Americans with Disabilities Act

The Firm(s) will comply with all access and accommodation requirements required by the Americans with Disabilities Act. By signing and returning a response to this RFP, you are certifying you will comply with this requirement.

Non-Collusion

In connection with the performance of work under this agreement/contract, the proposer has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of

free competition in connection with this proposal leading to the foregoing agreement/contract or in connection with the agreement/contract.

- That the proposal leading to this agreement/contract has been independently arrived at without collusion with any other competitor or potential competitor.
- That the proposal leading to this agreement/contract has not been knowingly disclosed prior to the opening of this proposal to any other competitor.
- That no attempt has been made to induce any other person or Firm to submit or not to submit a proposal which may have led to this agreement/contract.
- That the above statement is accurate under penalty of perjury.

By signing and returning a response to this RFP, you are certifying you will comply with this requirement.

Compliance with Laws

In connection with the furnishing of supplies or performance of work under the agreement/contract, the Firm agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Debarment, Suspension, Ineligibility Exclusion and Terrorism

By signing and submitting this proposal, Firm certifies that neither him/her nor his/her principals is presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from participation by any Federal, State or local public body department or agency, or in receipt of a notice of proposed debarment from any Federal, State agency or local public body and they are not listed on the Federal government's terrorism watch list.

Where Firm is unable to certify to any of the statements, Firm shall attach an explanation to their offer. The Firm agrees to provide immediate written notice to the College's Purchasing Manager in the event of being suspended, debarred or declared ineligible by any Federal, State or local public body department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order or agreement/contract.

Diverse Supplier Preference

The College's may award a competitive solicitation to a certified diverse supplier (minority-owned, disabled veteran-owned, and woman-owned), if the supplier has submitted a bid that is no more than 5% higher than the lowest bid or the proposal is no more than 5% lower than the high point score. **An agreement/contract award based on diverse supplier preference may only be made if the business is certified at the time of bid/proposal opening.**

For consistency in calculating diverse supplier preference for bids and proposals, the following formulas will be used:

Competitive Bids

[Low non-diverse supplier bid(s) x 1.05] minus [lowest diverse supplier bid(s)] = [balance]

When the balance is a positive number, or 0, award may be made to the lowest diverse bidder.

Award is made at the bid cost.

Competitive Proposals

[High diverse supplier proposal(s) point total x 1.05] minus [high non-diverse supplier proposal(s) point total] = [balance]. When the balance is positive, or 0, award may be made to the diverse proposer.

The State of Wisconsin, Department of Administration, Wisconsin Supplier Diversity Program certifies minority-owned businesses, disabled veteran-owned businesses and woman-owned businesses. A listing of businesses certified is posted on the [Supplier Diversity Program](https://wapp.org/Demandstar) website. The College's notify certified diverse suppliers of bid and proposal opportunities via an online e-solicitation site at: <https://wapp.org/Demandstar>. Registration is free and provides Firms to receive future solicitation notices from the Wisconsin Technical College System Purchasing Consortium and its member colleges.

Competitive process award for agreements/contracts funded by approved federal grants or programs with additional or modified supplier diversity stipulations for the resulting agreement/contract as a condition of

receiving funds, the College's will include those requirements and terms in the solicitation. *This diverse supplier preference does not apply to public construction bids that fall under s. 62.15, Wis. Stats.*

Districts must maintain documentation of supplier diversity, including proof of certification, diverse supplier preference calculation and amount awarded to diverse suppliers during the fiscal year. Annually, district staff shall report those awarded using diverse supplier preference to the System Office.

It is the policy of the College's to provide diverse owned business enterprises with equal opportunity for participating in selling of goods and services to the College's. Proposers are required to make "Good Faith Efforts" to subcontract, where applicable, with or purchase supplies from diverse owned business enterprises. The proposer shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

Delays in Bidder's Performance

If at any time during the performance of the Contract, except in the case of "force majeure", the Firm should encounter conditions impeding timely delivery and performance of the Services, the Firm shall promptly notify each College's designated Point of Contact of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Firm's notice, the College's shall evaluate the situation and may at its discretion extend the Firm's time for performance, with or without liquidated damages, or make alternative arrangements with other providers in which Firm is responsible for actual costs incurred.

Cost of Proposal Preparation

The Districts are not liable for any costs incurred in replying to this bid. Any costs incurred in preparing or submitting proposals are the Firms sole responsibility. Firms will not be reimbursed for these costs.

Applicable Law

The resulting agreement/ contract shall be governed under the laws of the State of Wisconsin. The Firm(s) 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 agreement/contract and which in any manner affect the work or its conduct.

Public Inspection of Proposals

Records will be available for public inspection after the process is completed and after issuance of a notice of intent to award, or the award of the contract(s). Requests for public records of this RFP process may be made by contacting the College's VP - Finance & Administration, in writing. Any request for a record must reasonably describe the record or information sought. If the College's cannot reasonably determine what records or information are being requested, the request will either be denied or the requestor will be contacted, in writing, attempting to clarify the request. To maintain the integrity of the competitive proposal process, proposals received from Firms will NOT be made available to other competing Firms or to individuals or Firms outside of the College's proposal evaluation team until an award decision and/or contract(s) has been finalized or when practicable prior to the actual award.

Other Considerations

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of bidder, ability to render satisfactory service and past performance will be considered in determining status as a responsible bidder. The College's reserve the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

Covenant Against Gratuities

Firm warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the bidder or any agent, director, or representative of the bidder, to any officer, official, agent, or employee of the College's with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation, the College's will have the right to terminate any resulting contract in whole or in part. The right and remedies provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

Non-Appropriation

If funds are at any time not forthcoming or are insufficient to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically. The College's will have the right to terminate this Contract at no additional cost and with no penalty whatsoever. The Firm may not recover anticipatory profits or costs incurred after termination.

Appeals Process

Appeals regarding the purchasing decision shall be in writing and submitted no later than five working days after the date of the Intent to Award notice to the Purchasing Manager, Moraine Park Technical College, 235 N National Ave, PO Box 1940, Fond du Lac, WI 54936, who shall then investigate and offer a ruling on whether the procurement followed the College's procedures and is in the best interest of the College's. Any appeal of the College's Intent to Award must be based on an alleged violation of Wisconsin State Statute, Administrative Code, or a provision of the Wisconsin Technical College System Financial Administrative Manual.

Proposer's Responsibility

Proposers shall examine this RFP and documents and shall exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work under a contract as a result of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the proposer to fulfill the requirements of the contract.

Exceptions

Firm acknowledges that exceptions to any portion of this solicitation may jeopardize acceptance of the Proposal. The Firm must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the bidder of the Solicitation as proposed by the College's. The College's reserve the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

SCOPE of WORK / SPECIFICATIONS / EXPECTATIONS

Architect and Engineering (A/E) Services scope of work is multi-faceted. The scope of services to be provided during the contract term have been separated into six categories:

- A. Regular Projects
- B. Assisted Projects
- C. Engineering Projects
- D. Space Planning Projects
- E. Additional Services
- F. Design, Construction, and Project Completion Documents

A. Regular Projects

1. Project in which the A/E firm provides all design services for a project. The project size and scope will determine if the College Construction Manager is involved in the project. See section B.1 for more details.
2. Fees: A/E fees shall be calculated based on the awarded bid total, plus the cost of all change orders, less the cost of change orders resulting from A/E errors and omissions, less Construction Management Fees, if applicable.
 - a. An estimated fee shall be determined at the onset of a project, in order to facilitate progress payments during the project. The final fee will be calculated within 60 days of the project's substantial completion.
 - b. At the time a change order is created, it will be determined if it is due to an A/E error or omission, or other reason (e.g. owner request, material change due to availability, etc.).
 - c. Additional project preliminary planning exceeding that which is to be included in the Regular Project base fee, shall be paid for on an hourly basis with a Not To Exceed Maximum estimated fee, without prior approval from the College, using the hourly rates stated on the Proposal Form.

Design (minimum requirements)

1. Preparation of schematic design, design development, and construction documents with specifications which encourage competition, wherever possible.
2. Three (3) two-hour, in-person, preliminary design meetings shall be included with each project. This also includes any associated A/E work needed to produce preliminary design documents. The following defines when additional preliminary design fees are applicable.
 - a. Projects may require additional preliminary design services beyond those to be included.
 - b. Additional preliminary design includes in-person attendance at design meetings, and all work associated with continual evolution of plans.
 - c. Projects in which additional preliminary design may be expected, e.g., new buildings/new construction, remodeling for new programs, high-level concept.
 - d. Projects in which additional preliminary design is not expected, i.e., the College provides an initial schematic design in either AutoCAD or PDF format, or the space need is well-defined by the College.
3. Recording and distribution of design meeting minutes.
4. On-site verification of existing conditions of architectural elements and building system components/design.
5. Engineering design services as required for a project, including but not limited to: Civil, Site/Utilities/Storm Water Management, Structural, MEP, Fire Protection.
6. Interior design services including finish selection when applicable.
7. Landscape architecture (when applicable).
8. Contract drawings and project manual/specifications book.
9. Coordination and application for regulatory agency permits.
10. Attendance at miscellaneous meetings (e.g., staff, users, board, regulatory, pre-bid, construction, etc.).
11. Inclusion of the details of the College Construction Specification Standards in the Project Manual, in the appropriate specification section.
12. Coordination with the College's Construction Manager in developing the project manual, scopes of work, etc., when applicable.
13. Coordination with owner-supplied equipment and furniture/equipment suppliers.
14. Status reports, meeting minutes, and related documentation of the project.
15. Any documentation required for Wisconsin Technical College System State Board approval of projects, including but not limited to: drawings, space information, program summary, LEED Silver Compliance design (when applicable), LEED compliance checklist, Energy modeling (when applicable), Life cycle cost analysis for major building components and energy consumption (when applicable), Environmental Assessment (EA) (when applicable).

Bidding

1. Upon approval of final contract documents, the architect shall provide electronic copies of project manual/specifications book and all project drawings/construction documents to the College for duplication and posting for bid on DemandStar when applicable.
2. Architect shall attend and assist with pre-bid meetings.
3. Architect shall provide all information requested by the College and prospective bidders for interpretation of bidding documents.
4. Architect shall prepare all addenda and addenda drawings.
5. Architect shall allow for the use of multiple bid packages as deemed necessary.
6. Upon completion of the bidding process, Architect shall provide an updated construction plan set and project manual which incorporate all addendum items.

Construction Phase

1. Prepare and submit all governmental design approval applications as Architect/Engineer of record. Submit plan approval fees to appropriate agency for reimbursement by the College.
2. Prepare supplementary or clarification drawings and information requested by the College and/or contractors, such as change order details in Construction Bulletins (drawings and specifications) and responses to Request For Information.
3. Review and approve shop drawings, equipment brochures, and samples.
4. Confirm compliance with contract documents, deciding on questions of acceptability of materials provided, work performed, rate of progress, and interpretation of contract documents.

5. Attend weekly project meetings in person as applicable.
6. Submit reports to the College, as required, including punch lists and documented acceptance of project.
7. Project Completion: Refer to F. Design, Construction, and Project Completion Documents.

B. Assisted Projects

1. Smaller projects in which the College has produced the majority of the design documents. A/E will be engaged to verify designs in compliance with all applicable building codes, re-draw and submit to jurisdiction having authority for approval. The College will be responsible for the general project specifications and scope of work.
2. Fees: A/E fees shall be calculated based on the awarded bid total, plus the cost of all change orders. The fee percentage for all Assisted Projects will be one rate, to be listed separately on the Proposal form.

Design (minimum requirements)

1. Assisted Projects are those in which the College has created the project general specifications and drawings, yet the local jurisdiction having authority requires the drawings to be prepared by a licensed Architect and/or Engineer.
2. The A/E services team is to review the College plans for code compliance and produce construction drawings.
3. Engineering design services and construction drawings as required for a project, including but not limited to: Structural, MEP, Fire Protection. Associated specifications are to be provided, and may be placed on a plan sheet.
4. Coordination and application for regulatory agency permits.

Bidding

1. Upon approval of final construction drawings, the architect shall provide electronic copies of all project drawings to the College for duplication and posting for bid on DemandStar.
2. Architect shall prepare all addenda drawings and summary documentation.
3. Upon completion of the bidding process, Architect shall provide an updated construction plan set that incorporates all addendum items.

Construction Phase

1. Prepare and submit all governmental design approval applications as Architect/Engineer of record. Submit plan approval fees to appropriate agency for reimbursement by the College.
2. Review and approve shop drawings, equipment brochures, and samples.
3. Confirm compliance with contract documents, deciding on questions of acceptability of materials provided, work performed, and interpretation of contract documents.
4. Submit reports to the College as required including punch lists and documented acceptance of project.
5. Project Completion: Refer to F. Design, Construction, and Project Completion Documents.

C. Engineering Projects

1. Project in which the College requires engineering services, but the project has no architectural component(s). Examples: design services to replace an air handling unit or storm water management design.
2. Fees: Engineering services shall be paid for on a Time and Materials basis with a Not To Exceed Maximum estimated fee, without prior approval from the College, using the hourly rates stated on the Proposal Form.

Design (minimum requirements)

1. Preparation of schematic design, design development, and construction documents with specifications which encourage competition, wherever possible. See Section F for specific requirements regarding design and construction documents.
2. The projects will primarily involve one engineering discipline, and no architectural component.
 - a. Architectural services may be necessary to incorporate the as-built design information into the College building models. This will be determined for individual projects.
3. Coordination and application for regulatory agency permits, as applicable.
4. Assist the College with the preparation of the bidding documents.

Bidding

1. Upon approval of final construction drawings, the Engineer(s) shall provide electronic copies of all project drawings to the College for duplication and posting for bid on DemandStar.
2. Engineer(s) shall prepare all addenda drawings.
3. Upon completion of the bidding process, Engineer(s) shall provide an updated construction plan set which incorporates all addendum items.

Construction Phase

1. Prepare and submit all governmental design approval applications as Engineer of record. Submit plan approval fees to appropriate agency for reimbursement by the College.
2. Review and approve shop drawings, equipment brochures, and samples.
3. Confirm compliance with contract documents, deciding on questions of acceptability of materials provided, work performed, rate of progress, and interpretation of contract documents.
4. Submit reports to the College as required including punch lists and documented acceptance of project.
5. Project Completion: Refer to F. Design, Construction, and Project Completion Documents.

D. Space Planning Projects

1. Needs assessment and detailed programming/space needs analysis from educational specifications through collaboration with the College stakeholders to integrate the internal and external customer experience into the project designs. This scope of this work typically spans multiple programs across different buildings and/or areas of buildings, and would include reallocation of vacated space.
2. Focused master planning services.
3. Site analysis for future additions or new construction.
4. Fees: Shall be paid for on an hourly basis with a Not To Exceed Maximum estimated fee, without prior approval from the College, using the hourly rates stated on the Proposal Form.

E. Additional Services

Additional Services, including but not limited to the following:

1. Building Information Model (BIM) maintenance:
 - a. Periodically, the College may need models be updated beyond that included in Regular or Assisted Projects.
2. 3D Color Renderings, Presentation material (Project Video Tours), Marketing Photos, etc. as applicable.
3. Other services, as needed, provided by specialty consultants, i.e., development and processing of an Environmental Impact Statement.
4. Fees: Shall be paid for on an hourly basis with a Not To Exceed Maximum estimated fee, without prior approval from the College, using the hourly rates stated on the Proposal Form.

F. Design, Construction, and Project Completion Documents

1. All drawings must be produced in the format requested by the College (architectural, structural, MEP, etc.).
2. Drawings shall include but not be limited to: floor plans, equipment layout plans, reflected ceiling plans, finish schedules, elevations, major building and typical wall sections, mechanical, electrical, plumbing, structural designs, furniture layout, and civil/site plans.
3. All drawings, including but not limited to, architectural, mechanical, electrical, plumbing, and structural, shall be integrated in a 3D Building Information Model. Clash detection and coordination shall be performed on all new building and addition projects to avoid problems during installation.
4. After project completion, the architect shall deliver to the College the following:
 - a. All required certificates of compliance for occupancy, as soon as available.
 - b. Final project manual incorporating all addenda, construction bulletins and change order details, including materials samples and supplier list. It shall be delivered to the College in a PDF file, bookmarked by Specification Section, within 90 day of project substantial completion.
 - c. All files/drawings shall be updated with as-built details (including addenda, construction bulletins, change orders, and contractor updated/marked plans). A "final" drawing set file shall be provided to the College within 90 days of project substantial completion.

Vendor must indicate if they directly employ and intend to utilize their own engineers for the construction disciplines of HVAC, Plumbing, Electrical, Mechanical; if it's the College's responsibility to employ those disciplines or, the College has the choice to use the vendors engineers, if College qualifies them, or have the choice to select their own vendors.

SUSTAINABILITY

The College's recognize that sustainability is a concept that seeks to provide the best outcomes for human and natural environments by meeting the needs of the present generation without compromising the ability of future

generations to meet their needs. Whenever possible the College's attempt to foster sustainability and include sourcing products that can be recycled or are biodegradable and that contain less toxic and hazardous chemicals and additives; source reduction; and solid waste reduction as well as purchasing goods that are produced in environmentally sound ways or buying products through systems that produce the least amount of environmental pollutants. The College's desire that the Bidder's foster sustainability and partner with us in the expanding areas of sustainability. Please outline your sustainability efforts.

WARRANTY

WARRANTY WILL NOT COMMENCE UNTIL AFTER PRODUCT AND INSTALLATION SERVICES HAVE BEEN INSPECTED AND ACCEPTED BY THE COLLEGE'S.

Acceptance is defined as acceptance by the College's after its authorized agent has found the deliverables to be in compliance with the specifications. Acceptance will be determined within five days after completion of installation.

OTHER PROVISIONS

Publicity Releases – Firm agrees not to refer to award of any contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the College's. The following documents make up the body of documents forming the contract agreement between the College's and the Bidder:

- Contract signed by all parties,
- Bidder's response and,
- Copy of the College's RFP 2023-0023 and the addendums, if any, as "reference documents" concerning purpose and intent for the contract.

FIRM/EMPLOYEE BACKGROUND CERTIFICATION

As a bidder providing services for the College's, whose employees may have direct contact with students, the bidder certifies that neither the firm nor any of its employees, whether current employees or those who will be employed in the future, have been convicted of a felony or any offense or conviction of a crime of moral turpitude. By signing and returning a response to this RFP, you are certifying you will comply with this requirement.