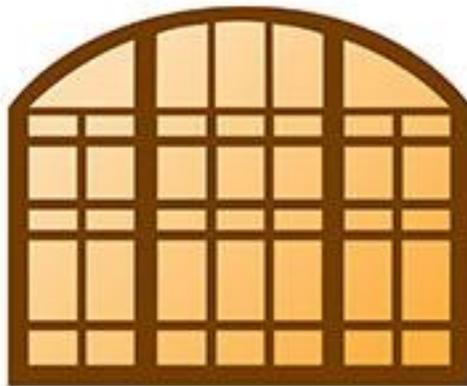


**REQUEST FOR PROPOSAL**  
**FOR**  
**ARCHITECTURAL / ENGINEERING DESIGN SERVICES**

**INTERIOR UPGRADE PROJECTS**

**Mount Horeb Public Library**  
**105 Perimeter Rd.**  
**Mount Horeb, WI 53572**



**MOUNT HOREB**  
**PUBLIC LIBRARY**

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ISSUE DATE: Thursday, April 30, 2020  
SUBMISSION DEADLINE: Friday, May 22, 2020 at 10:00 AM  
PUBLIC BID OPENING: Tuesday, May 26, at noon

This document consists of 18 pages, including this cover page.

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## REQUEST FOR PROPOSAL

This Request for Proposal (“RFP”) issued by the Mount Horeb Public Library Board (“Board”) seeks proposals from qualified professional Architectural/Engineering firms to provide architectural design services and consulting for interior upgrade projects associated with the existing Public Library (“Project”). The goal of the Board is to receive the highest level of quality that aligns with instruction at the lowest reasonable price from an experienced and qualified Firm. The selected Architectural/Engineering firm (“Firm”) shall specialize in designing, bidding, and supervising. The Board’s budget for the Project shall not exceed \$52,900, inclusive of all soft costs that may apply.

The Mount Horeb Public Library Board currently oversees the library building. The library serves the Village of Mount Horeb and surrounding areas with a service population of approximately 12,000. Daily foot traffic is approximately 430 visits per day.

On or before 10:00 AM on Friday, May 22, 2020, bids shall be placed in a sealed envelope marked “**PROPOSAL FOR A/E SERVICES FOR MOUNT HOREB PUBLIC LIBRARY BOARD**” and delivered to:

Mount Horeb Public Library  
ATTN: Jessica Williams, Library Director  
105 Perimeter Rd. Mount Horeb, WI 53572

All bids will be time stamped by the library staff. The Mount Horeb Public Library Board, as awarding authority, reserves the right to:

1. Reject any and all bids in full and/or in part;
2. Waive any informality in bidding including, but not limited to, clerical defects, irregularities, and omissions;
3. To consider a variety of criteria including, but not limited to, price; the compatibility, quality, and experience of the Firm; past performance; availability; reference checks; sufficiency of resources of the Firm as relates to the offering as well as the ability of the Firm to provide future service;
4. Issue subsequent Request for Proposals;
5. Cancel the entire Request for Proposal;
6. Remedy technical errors in the RFP process;
7. Seek the assistance of outside experts in evaluation;
8. Establish a list of firms eligible for discussion/interview after review of the RFP responses;

9. Negotiate with any, all, or none of the firms;

The Board may negotiate, at its sole discretion, directly with the recommended or chosen Firm on final scope and fee arrangement.

The Board may investigate the qualifications of any Firm under consideration, require confirmation of information furnished, and require additional evidence of qualifications to provide the products/services described in this RFP.

The decision of which Firm(s) the Board makes is final and not subject to appeal.

It is the policy of the Mount Horeb Public Library Board that no person shall, on the basis of age, sex, race, religion, color, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, medical condition or disease, or physical, mental, emotional, or learning disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or employment.

Please see section labeled "Additional Information for Firms" herein.

## **PROJECT BACKGROUND, SCOPE & OVERVIEW**

The Mount Horeb Public Library Board conducted a survey and held three (3) community listening sessions to gather feedback in 2019. The Board is considering, as of this writing, possible options that may satisfy some of the Library's facility needs for the foreseeable future.

### **SCOPE OF SERVICES**

The Firm will assist the Mount Horeb Public Library Board with the preparation of plans and specifications, herein referred to as Phase 1. If selected to do so, the Firm will also provide limited construction management associated with the Project (Phase 2). Details of each phase of the Project follows:

#### **Phase 1: Plans/Specifications and Bidding**

- Prepare detailed plans and specifications suitable for bidding the construction on a lump sum basis.
- Plans and specifications shall be very detailed with allowances kept to a minimum. The Mount Horeb Public Library Board has very little tolerance associated with ambiguity in the plans and specifications.
- Guide the Board through a pre-qualification process for General Contractors, recommending not less than (3) and not more than (6) to ultimately provide quotes.
- Solicit lump sum bids, and evaluate bids for thoroughness and completeness. Tabulate and recommend the most qualified Firm.

#### **Phase 2: Construction Phase**

- Assist the Board in preparation and negotiation of a standard AIA contract with the successful General Contractor.
- Upon selection and approval of the General Contractor, provide consultation to Board and Public Works Director.
- During construction, collaborate with the General Contractor to provide written weekly updates to share with the Board and Public Works Director.
- Create an established timeline prior to construction for the scheduling of on-going meetings. The scheduling of these meetings will be in collaboration with the Firm, General Contractor, Board, and Public Works Director.
- Upon Project completion, gather and assemble all post-Project documentation including owner's manuals, warranty information, and other typical documentation.
- Accumulate and document all as built conditions to be included in the final as built documents

Upon Project completion, all plans, specifications and other intellectual property will become the property of the Board. The Firm will produce two (2) USB copies of all Project files and deliver to the Board.

All final drawings produced for the Project will be provided to the Board at no additional cost at the conclusion of the Project in both construction drawing version and final record drawings in latest AutoCAD format.

The selected Firm is expected to work with the Board's provided consultants who may include the following: Village of Mount Horeb Public Works Director, Energy Financial experts, and others as deemed necessary as the Project progresses. The selected Firm will be required to provide the Board with construction cost estimates.

The Firm will work cooperatively with the Village of Mount Horeb's Public Works Director to provide a complete set of plans.

## **POTENTIAL PROJECT SCOPE (Subject to Change)**

The scope of work for the Project is as follows:

### **LIBRARY – UPGRADED RESTROOM FACILITIES**

The Mount Horeb Public Library has a need to remodel the existing restrooms [two (2) adult restrooms near main entrance, one (1) children/family restroom located in the Children’s Department, and one (1) staff restroom located in the Staff Break Room)] to be more accessible. The total restroom upgrade is four (4).

Possible expansion of existing restrooms

Renovation: tiling, new countertops and stall dividers, etc.

Plumbing:

Replace sinks and faucets

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### **Soft Costs Needing to be Included for the Project:**

Items included, but not limited, to the following: Payment & performance bond; Insurance; Owner’s Representative, General Conditions; Phasing - temporary partitions, egress, & dust control; Construction manager pre-construction fee; General contractor overhead/profit/fee; fees, permits, plan review fees, printing/shipping, furnishing/equipment, and contingency (8% minimum).

## **REQUEST FOR QUALIFICATION INFORMATION PACKET**

Proposals should be presented in a clear, comprehensive and concise manner to illustrate the Firm's capabilities and technical approach to work of this nature. In order to expedite the Board's review of the Firm's Statement of Qualification, please provide the following information in the order listed below:

1. Firm name, business address, telephone number, email address, and contact person.
2. A general description of the Firm including size, years of operation, and customer base.
3. Illustrate at least four (4) projects of similar size and scope the Firm has successfully completed within the previous five (5) years.
  - a. Demonstrate the Firm's ability to develop and control project costs, quality and schedule.
    - i. Indicate the proposed budget and construction schedule;
    - ii. List the total cost of change orders not requested by the Board;
    - iii. List the awarded construction contract amount; and
    - iv. For each project, please provide contact name (specific individuals), telephone numbers, email addresses for:
      1. the Board;
      2. the Village of Mount Horeb Public Works Director; and
      3. the Contractor.
4. Provide a list of all individuals, including consultants, to be involved in the Project and a brief description of their role and qualifications. Please indicate how this design team will be managed and identify the Library Director as the main contact person at the Firm.
5. Outline the process the Firm would use in each of the aforementioned two (2) Phases in the Scope of Services section. Please provide evidence of ability to work within tight time constraints and contentious situations.
  - a. Indicate if any claims, disputes or arbitration proceedings have occurred on any of these projects. If so, please identify if they were between Board/Firm or Firm/Contractor and give the status of each.
6. Provide a specific, itemized charges and services for each of the aforementioned two (2) Phases. In addition, the proposal should include a list of any proposed or anticipated additional services that may be required and additional fees that would be charged. Providing examples of services for existing clients and coordination required between various disciplines not directly under the Firm's control is essential.

Please note that reimbursable costs will be limited to printing costs associated with external distribution, special postage and handling charges, and renderings,

mock-ups, and presentation materials requested by the Mount Horeb Public Library Board. These costs will be allowed at face value excluding any mark-up. All other reimbursable costs are to be included in the lump sum cost.

7. Provide an assurance of the level of detail included in the plans and specifications.
8. Provide evidence of the Firm's ability to successfully provide a pre-qualification of contractors that will result in well qualified bidders without unsuccessful contractors becoming uncooperative or otherwise unwilling to work with the Board in the future.
9. Provide a detailed, itemized cost for the work involved in Phase 2 including any coordination with other vendors not directly under the Firm's control.
10. Additional information, not included above, the Firm feels may be useful and applicable to the Project. Please limit your response to three (3) pages or less.

## **ADDITIONAL INFORMATION FOR FIRMS**

The following instructions and specifications shall be observed by all Firms:

### **1. PROPOSAL COMPLIANCE**

Incomplete bids may be cause for disqualification. Bids must be signed by the authorized representative/officer/agent of the Firm.

The Mount Horeb Public Library Board shall be the sole judge as to whether any proposal complies with these specifications, and such a decision shall be final and conclusive. Firms shall state any exceptions taken to the proposal specifications.

### **2. PROPOSAL RETURN ENVELOPE**

All bids shall be submitted in a sealed, opaque envelope clearly labeled with the name of the Firm, address, and the words “**PROPOSAL FOR A/E SERVICES FOR MOUNT HOREB PUBLIC LIBRARY**”. All bids will be time stamped by the Library staff member. Please clearly mark your envelope with the proposal title and opening date to prevent opening of a sealed proposal prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Board in its normal course of business will not be accepted. The Board will not be held responsible for those bids lost in the mail.

### **3. PROPOSAL PROPOSAL/PRICE**

Proposal prices shall include all labor, materials, necessary equipment, and soft costs to complete the Project in accordance with the aforementioned specifications and instructions.

Negligence on the part of the Firm in preparing a proposal confers no right of withdrawal or modification of a proposal after such proposal has been opened.

All submitted proposals and information shall become the property of the Mount Horeb Public Library and public record upon delivery.

Prices quoted should not include Federal taxes, nor State of Wisconsin sales tax as the Mount Horeb Public Library is exempt from such taxes. An exemption certificate will be furnished, if required.

### **4. WITHDRAWAL OF PROPOSALS**

Bids may be withdrawn personally or in writing by the Firm in time for delivery in the normal course of business prior to the time fixed for opening. Once bids are opened the prices shall remain firm for ninety (90) days after the proposal opening.

### **5. METHOD OF AWARD—FACTORS**

In the event there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

**6. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS**

Each Firm is required to be familiar and comply with the terms and conditions of the specifications and all other contract documents and with all federal, state, and local laws, ordinances or regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the contract.

The submission of a proposal shall be construed as an assurance that the Firm has examined all the conditions of the proposal documents and specifications, and the failure of the Firm to familiarize itself with conditions related to the specifications shall in no way relieve any Firm from any obligation in respect to this proposal.

**7. QUALIFICATIONS OF FIRM**

The Mount Horeb Public Library Board may make such investigation as it deems necessary to determine the ability of the Firm to perform the work. The Firm shall furnish to the Board all such information for this purpose as the Board may request. The Board reserves the right to reject any proposal if the evidence submitted by or discovered by investigation of a Firm fails to satisfy the Board that such Firm is qualified to carry out the obligations of the contract and to the work contemplated therein.

**8. ERRORS, INTERPRETATIONS, AND ADDENDA**

Should the Firm find any omissions, discrepancies or errors in the proposal or other proposal documents or should the Firm be in doubt as to the meaning of the bid or other proposal documents, the Firm should immediately notify the Library Director who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretation shall be made to any Firm and no oral statement of the Board or any agent or representative of the Board shall be effective to modify any of the provisions of the proposal documents. The Board shall have the right to request clarifications of bids submitted and hold public hearings for the consideration of the merits of any or all Firms.

**9. INDEMNIFICATION**

The Firm shall at all times indemnify and hold harmless the Mount Horeb Public Library and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Mount Horeb Public Library or (b) the Firm, its subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or

neglect of the Firm or its subcontractor or material men or by reasons of the Firm's or their use of faulty, defective or unsuitable materials, tools, or equipment of defective design in constructing or performing under this proposal. The existence of insurance shall in no way limit the scope of this indemnification. The Firm shall reimburse the Board for damage to property of the Mount Horeb Public Library caused by the Firm, or its employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by the Firm or them. The Firm agrees that it will indemnify and hold the Board harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees. The Firm further agrees to assume and pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this agreement.

#### **10. RIGHT TO TERMINATE CONTRACT**

In the event that any of the provisions of this contract are violated by the Firm or any of its subcontractors, the Board may serve written notice upon the Firm or the contractor of its intention to terminate the contract. Such notices shall contain the reasons for such intention to terminate the contract and the contract shall cease and terminate within five (5) days, unless within five (5) days after the delivery of such notice upon the Firm, such violation or delay shall cease and mutually acceptable arrangements for correction are made. In the event of any such termination, the Board shall deliver notice of such termination to Firm.

The Board reserves the right to cancel outstanding orders awarded against this proposal after reasonable time for delivery has passed. In addition, in the event of any such cancellation, the Board shall have the right to contract with the next most qualified Firm hereunder, as determined by the Board, if it deems it in the best interest of the Board. Notwithstanding the foregoing, the Board shall not be held to a basis of the lowest prices for which the completion of the work or the supplying of equipment or any part thereof might have been accomplished, but it shall charge the defaulting Firm and the defaulting Firm shall be liable for all sums actually paid or expenses actually incurred in effecting prompt performance hereunder. In the event the Board incurs any loss, cost or expense on account of such termination or cancellation (including, without limitation, additional cost of the next most qualified proposal or performing under the contract and attorneys' fees), the Firm as to whom or which the contract shall have been terminated or cancelled shall be liable to the Board for such loss, cost, or expense.

#### **11. DELIVERY**

Delivery of items or commencement of project shall be within fifteen (15) days of purchase order issuance or specified date scheduled in this document. The Board may establish a direct owner purchase arrangement or some mutually agreeable method.

#### **12. PAYMENT**

Invoices shall be furnished to the Mount Horeb Public Library Director for verification and approval of the amount due the successful Firm. Final payment shall not be made until final acceptance by the Board of all materials and services. Payment shall be made within thirty (30) days after approval and acceptance. Terms and conditions other than those stated above must be stated on the proposal. If a successful Firm is in default hereunder and/or the Board is of the opinion that a meritorious claim exists or will exist against such Firm of the Board arising out of the negligence of such Firm, then the Board may withhold payment of any amount otherwise due and payable hereunder. Any amount so withheld may be retained by the Board for such period as it may deem advisable to protect the Board against any loss and may, after written notice to such Firm, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Mount Horeb Public Library and no person shall have any right against the Board or claim against the Board by reason of the Board's failure or refusal to withhold monies. This provision is not intended to limit or in any way prejudice any other right of the Board and no interest shall be payable by the Board on any amounts withheld under this provision.

**13. EQUAL OPPORTUNITY—AFFIRMATIVE ACTION**

Each Firm with ten (10) or more employees shall complete the Certificate of Firm which is included as part of these specifications. Firms with less than ten (10) employees should indicate this on the Certification and return it with their proposal.

A signature on the form certifies that the Firm does not discriminate on the basis of race, color, sex, national origin, age or disability.

**14. APPLICABLE LAW**

This agreement shall be construed in accordance with the laws of the State of Wisconsin and any action at law in connection herewith shall be brought in Wisconsin State courts.

**15. APPLICABLE LAW; ARBITRATION OF DISPUTES**

This agreement shall be construed in accordance with the laws of the State of Wisconsin. Board and Firm agree to attempt initially to solve all claims, disputes, or controversies arising under, out of, or in connection with this Agreement, including any dispute relating to breach, termination or validity of this Agreement ("Dispute") by conducting good faith negotiations. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Any Dispute which has not been resolved by negotiation as described above within twenty (20) days shall be finally resolved by arbitration in accordance with the rules of arbitration of the American Arbitration Association ("AAA"). Each such arbitration shall be conducted by a panel of three arbitrators with experience in the construction or architecture industry: (i) one arbitrator shall be appointed by Board; (ii) one arbitrator shall be appointed by Firm;

and (iii) one arbitrator shall be appointed by the AAA. Any such arbitration shall be held in Dane County, Wisconsin, or such place as mutually agreed upon by the parties. The arbitrators shall have the authority to grant specific performance. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Each party shall bear its own costs and expenses incurred in connection with any arbitration proceeding and the parties shall equally share the cost of the arbitration levied by the AAA.

## **16. GENERAL**

The award of any contract hereunder is subject to the following conditions and contingencies:

- a) The approval of such governmental agencies as may be required by law;
- b) The appropriation of adequate funds by the proper agencies or governmental bodies;
- c) If the Firm is a corporation or other legal business entity, it must have a current license to do business in the State of Wisconsin that is on file with the Wisconsin Secretary of State and it must be organized and in good standing under the laws of the State of Wisconsin.
- d) All professionals where applicable must have current Wisconsin licenses on file with the applicable State Departments.

## **17. CONFLICTING PROVISIONS**

If any of the provisions hereunder conflict with the provisions of any specifications attached hereto or issued in connection herewith, the contractual provisions of these instructions shall control. Notwithstanding the foregoing, the Board reserves the right to issue written clarification regarding resolution of any conflicting provisions, in which event such written clarification shall control.

## **18. INSURANCE REQUIREMENTS**

The Firm shall carry at its sole expense and provide evidence of insurance coverage including Workers Compensation, Commercial General Liability, Auto Liability, Excess (Umbrella) Liability, and Professional Liability to protect itself and the Board from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) arising out of or in connection with the performance of any work performed in accordance with the specifications or any related documents, whether such work is performed by the Firm or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the State of Wisconsin and approved by the Board. The insurance company writing coverage must have at least an A- rating by Best &

Company. All policies shall provide a thirty (30) day advance notice of cancellation to the Board.

**Coverage:**

The Mount Horeb Public Library shall be named as an additional insured. Certificates of insurance shall be presented to the Village Administrator (Village of Mount Horeb) for approval before the successful Firm, its agents and/or employees commence any work whatsoever pursuant to the contract.

**SELECTION CRITERIA**

The selection of a Firm will be based upon the following evaluation matrix:

<b>Topic</b>	<b>Criteria Weight</b>
References/Experience	25%
Total Fees All Phases	35%
Plan, Specifications, and Bidding Services	15%
Construction and Post Construction Services	15%
Extent to Which Firm Complied with Board's Proposal Expectations	10%
<b>TOTAL</b>	<b>100%</b>

**TENTATIVE TIMELINE**

April 30, 2020	RFP issued
May 22, 2020	RFP Due at 10:00 am
May 26, 2020	Public Bid Opening at noon
May 28, 2020	Board meeting to review, discussion, develop follow up questions and select up to the top 3 architectural firms to be interviewed
June 1, 2020	Board meeting to interview architects; Board takes action on architect
July 6, 2020	Architect to bid General Contractor work no later than
July 27, 2020	**Site Preparation Work
August 3, 2020	**Construction begins
October 31, 2020	** Construction Concludes
December 20, 2020	** Project Closed Out

**QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL**

All questions concerning this RFP should be directed to Jessica Williams, Library Director, Mount Horeb Public Library, 105 Perimeter Rd., Mount Horeb, WI 53572, at 608-437-5021, ext. 4108 or email [jessica.williams@mounthorebwi.info](mailto:jessica.williams@mounthorebwi.info).



**SIGNATURE OF AUTHORIZATION STATEMENT**

I certify that I am authorized to represent the above Firm in responding to this RFP, that this proposal is being submitted in response to this RFP, that all statements made in this proposal response are true and correct, and that the terms of this RFP are understood to be included as part of any agreement between the firm and Mount Horeb Public Library Board.

\_\_\_\_\_  
Person authorized to sign for company

\_\_\_\_\_  
Title of authorized person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION OF FIRM**

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

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I/we, the Firm, certify that:

1. I/we comply with the equal opportunity clause as set forth in the Wisconsin state law.
2. I/we do not maintain segregated facilities;
3. I/we have filed all required employer's information reports;
4. I/we list job openings with federal and state employment services;
5. I/we are in compliance with the American with Disabilities Act;
6. I/we (check one):

\_\_\_\_\_ Have an affirmative action program, or

\_\_\_\_\_ Employ ten or fewer people

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Firm-Company Name

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Name

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Title

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Signature

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Date

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End of Request for Proposal