



REQUEST FOR PROPOSAL  
HVAC DESIGN SERVICES  
FOR  
MARATHON COUNTY  
LAKE VIEW PROFESSIONAL PLAZA  
PROJECT # 20BM-03C

**PROPOSALS DUE DATE  
2:00 PM FEBRUARY 27, 2020**

**FOR FURTHER INFORMATION  
PLEASE CONTACT PROJECT MANAGER:**

Troy Torgerson, LEED AP, Facility Planner  
Marathon County Facilities and Capital Management  
1000 Lakeview Dr Ste 300  
Wausau WI 54403  
(715) 261-6980

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## **I. Project and Facility Overview**

The Marathon County Facilities and Capital Management Department is requesting proposals for design services for HVAC Design for the Marathon County Lake View Professional Plaza Facility at 1200 Lakeview Dr Wausau WI 54403. The current steam generated HVAC system in this facility is near the end of its service life. This facility houses several Marathon County Departments, all of which will remain working in the facility during the replacement of the HVAC system. In addition, the building contains meeting rooms and a computer training room that will – as much as possible – need to remain in use during the project.

The Lake View Professional Plaza Facility is a 46,320 SF facility constructed in the 1930's and renovated in 1983 (laundry), 1986, and again in 1990. The current HVAC system in the building is a steam generated central system with air handlers and VAV terminal units. Supplemental components include ductless split-systems and suspended gas unit heaters.

Additional information is contained in the plans for the facility renovation and the Facility Condition Assessment conducted April of 2017.

## **II. Project Goal and Objectives**

Marathon County's goal for the Lake View Professional Plaza Facility HVAC project is to pre-emptively replace existing equipment nearing the end of its expected service life in order to extend the useful life of the facility and improve occupant comfort. Specific project objectives are as follows:

1. Remove the LVPP building from the central plant steam generation boilers, and replace with stand-alone hot water boiler system.
2. A more controllable heating and cooling system that can maintain more consistent indoor temperatures for the comfort of building occupants
3. Improved energy efficiency through use of current state-of-the-art technology
4. Placement of new HVAC equipment for improved service access
5. Design and planning of the project so as to minimize disruption of air being provided to building occupants during transition from existing to new HVAC system
6. Re-use of existing distribution ductwork to the maximum extent practicable

## **III. Solicitation**

Marathon County is accepting proposals from qualified firms to complete the HVAC design services for the Lake View Professional Plaza Facility for all phases of design through construction completion, to include, Schematic Design, Design Development, Construction Documents, Bidding and Construction Phase Services and Deliverables. Marathon County will be using the AIA B101-2017 Standard Form of Agreement between Owner and Architect for services requested in this RFP.

All aspects of this Request for Proposal will be in accordance with the Marathon County Procurement Code, Sections 3.01 through 3.16 of the General Code. A copy of the procurement code is available at the Marathon County Clerk's Office, 500 Forest St Wausau WI 54403. The General Code contains various policies which are applicable to this procurement. These include prohibitions against gratuities and kickbacks. Marathon County Facilities and Capital Management reserves the right to reject, in

whole or in part, any and all proposals: to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to Marathon County. The contract shall be awarded in accordance with the terms and conditions of Section 3.05 (2) (g) of the procurement code. This solicitation may be canceled if doing so is determined to be in the best interests of Marathon County. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

All Proposals **must be received by NO LATER THAN 2:00 PM February 27, 2020**

Actual receipt is required by that time, deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected. It must be addressed to:

Troy Torgerson, LEED AP Facility Planner  
HVAC DESIGN FOR LAKE VIEW PROFESSIONAL PLAZA FACILITY  
Marathon County Facilities and Capital Management  
1000 Lakeview Dr  
Wausau WI 54403  
[troy.torgerson@co.marathon.wi.us](mailto:troy.torgerson@co.marathon.wi.us)

Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days, subject to provisions for correction of error in the proposal as contained in Section 3.05 (1) (g) of the procurement code.

The use of brand names is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

## **IV. Instructions**

### **A. Responsibility**

It is the responsibility of all proposers to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. If you discover any ambiguity, inconsistency or error in the RFP, you must notify Troy Torgerson at Marathon County Facilities and Capital Management, 1000 Lakeview Dr Ste 300 Wausau WI 54403 in writing. Only interpretations or corrections of the RFP made in writing by the Marathon County Facilities and Capital Management Department are binding. You shall not rely on interpretations or corrections made in any other way. All requests for interpretations or corrections must be received by the Marathon County Facilities and Capital Management no later than ten days prior to the deadline for submitting proposals. Request for interpretations and responses will be sent to all vendors obtaining the proposal documents.

### **B. Submission of Proposals**

1. An original and three copies of your proposal must be submitted in one sealed envelope or other container. A digital copy of all proposal materials should be included on a USB Drive.
2. The proposal must be received by the Facilities and Capital Management Department by
3. 2:00 PM February 27, 2020. Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected.

4. It must be addressed to:

Troy Torgerson  
Facility Planner  
Facilities and Capital Management Department  
1000 Lakeview Dr Ste 300, Door 27  
Wausau WI 54403

The following notation must appear in the lower left-hand corner: HVAC DESIGN FOR LAKE VIEW PROFESSIONAL PLAZA FACILITY.

**C. Format Requirements**

Proposals must follow the format shown below

1. Cover Letter
2. Management Summary and Scope of Work
3. Corporate Data & Contact Person
4. Project References
5. Insurance Requirements and Certificate of Insurance
6. Preliminary Schedule
7. Proposed cost shall be broken down as follows:
  - a. Lump sum fee for providing HVAC Design Services.
  - b. Proposal Terms / Exceptions to Scope of Work (if applicable)
  - c. Additional fees for subcontractors and consultants if needed.
  - d. Hourly rate for additional work (if any).

**D. Management Summary and Scope of Work**

Schematic Design Phase Services

1. Review the project goals and requirements for Marathon County. Consider alternates for the HVAC system in the facility and ensure that alternates will integrate with existing controls, while maintaining energy efficiency and cost effectiveness.
2. Deliverables to Marathon County at the end of this phase will include a final schematic design for the HVAC in the areas defined by the project scope of work, illustrations and drawings for use in gaining approval to complete the project, and a construction cost estimate.

Design Development Phase Services

1. Take information from the schematic design phase and lay out the architectural, mechanical, structural, plumbing and electrical details.
2. Deliverables will include floor plans, sections, elevations with full dimensions and outline specifications.
3. The construction budget will also be refined and delivered at the end of this phase to Marathon County.

Construction Documents Phase Services

1. Complete architectural/engineering drawings and specifications to be sent out to qualified contractors for purposes of bidding the project.
2. Obtain all required plan approvals from State and local code officials.
3. Complete a construction schedule for the project.

### Bidding and Negotiation Services

1. Review and evaluate the qualified bids and any alternates with Marathon County
2. Prepare the construction contract for award. Marathon County will be using the AIA B101-2017 Standard Form of Agreement between Owner and Contractor where the basis of payment is Stipulated Sum for the services in the request for bid.

### Construction Administration Services

1. Quality Assurance
  - a. Review and approve all product and material submittals
  - b. Coordinate with Marathon County project manager to ensure the project is completed as specified and approved by Marathon County.
2. Conduct punch list walk through when project is substantially complete.
3. Complete all close-out requirements and compliance documentation.

### **E. Evaluation of Proposals**

The evaluation of proposals will be based on the following:

1. Project experience with HVAC systems building design for local government entities. Additional project experience working with governmental facilities.
2. Experience with HVAC design in office buildings of comparable size.
3. History of effective project management of similar projects in scope.
4. Qualifications of the assigned staff and experience with similar projects.
5. Quality of work plan and schedule and ability to meet the project schedule.
6. Overall experience working with municipalities in the state of Wisconsin.
7. Proposal fee.

### **F. Oral Presentations**

Based on our initial evaluation of the proposals received the Facilities and Capital Management Department reserves the right to request an oral presentation and demonstration by the proposer. Proposers shall be prepared to discuss/demonstrate all aspects of their proposal in detail. More than one presentation may be required of some proposers at the request of the Facilities and Capital Management Department. The Facilities and Capital Management Department reserves the right to request a written statement from the proposer after any oral presentation.

### **G. Cost Liability**

The Facilities and Capital Management Department is not liable for any costs incurred in responding to this RFP or in any presentation.

### **H. Acceptance and Rejection of Proposals**

The Facilities and Capital Management Department reserve the right to accept or reject any part of the proposal from the responsible offeror determined to be in the best interests of Marathon County.

### **I. Restrictions of Proposals**

Any restrictions on the use of the information in the proposal based upon confidentiality of

information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become the property of the Facilities and Capital Management Department. This Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, the Facilities and Capital Management Department will notify the proposer of any request for such documents and shall defend non-disclosure of the documents as allowed by law. The proposer shall cooperate with the Facilities and Capital Management Department in any such defense and agrees to indemnify and hold Marathon County harmless for any costs of such defense.

**J. Schedule of Events (TENTATIVE)**

- |                                |                                      |
|--------------------------------|--------------------------------------|
| 1. RFP Released                | February 12 <sup>th</sup> , 2020     |
| 2. Pre-Proposal Walk Through   | 2:00 pm Wednesday, February 19, 2020 |
| 3. Proposal Due Date           | 2:00 pm Thursday, February 27, 2020  |
| 4. Evaluation Period           | Week of March 2, 2020                |
| 5. Interviews & Selection      | Week of March 9, 2020                |
| 6. Contract Negotiation        | Week of March 16, 2020               |
| 7. Contract Signed             | Week of March 16, 2020               |
| 8. Schematic Design and Budget | Week of May 18, 2020                 |

**V. Proposal Requirements**

A. Cover Letter

B. Management Summary

Provide a synopsis of the proposal. The synopsis shall contain a brief statement of the features of the proposal. It should include an overall cost summary and general recommendations and conclusions and a preliminary schedule to include milestones and estimated completion date for the project based on the contract signed date listed in the RFP as a start date.

C. Corporate Data and Contact Person.

Furnish a detailed background of your company's experience providing these services. Finalists will be required to furnish the company's most recent annual report and the last two years annual financial statements for proof of financial solvency.

Provide the name and phone number of the person to whom the Facilities and Capital

Management Department staff should address questions about the proposal.

D. Project Experience / References

1. Experience with Municipal, County, State and Federal Facilities and the HVAC design and customer references for the project, including the conceptual budget versus actual construction costs. Include the name, title, phone number and email of point of contact for each project.
2. If your firm has been a party to arbitration, mediation, or a party defendant in litigation involving similar projects, state the identity of the customer, the nature of the proceedings, when and where the proceedings occurred, and any official file number or other identifier. Also state a summary of the issues and the results of the proceedings.

E. Contractual Conditions

1. Marathon County will be using the AIA B101-2017 Standard Form of Agreement Between Owner and Architect for services requested in this RFP.
2. Include a specific and clear section titled RFP Exceptions in the response identify each and every item in the RFP to which you are not able to meet all or part of the requirement (if necessary).
3. The contract will state clearly that the RFP and the vendor's RFP response are all included as part of the agreement.
  - a. There shall be one contract between Marathon County and offeror(s).
  - b. The contract shall be governed by the laws of the State of Wisconsin.
4. The contract shall be effective on the date it is approved and signed by the Marathon County Facilities and Capital Management Department.
5. All products generated as a result of this Request for Proposal shall become the sole property of Marathon County.
6. The successful offeror shall not assign any part of its interest in this agreement without the prior written consent of the Marathon County Facilities and Capital Management Department.
7. The successful offeror shall be responsible for any and all permits required.
8. There will be performance penalties agreed to during contract negotiations which will penalize the vendor if milestones are not met on time or scope. If you cannot agree in principle now to these penalties this must be clearly identified in the RFP Exceptions section of your response.

F. Insurance Requirements

1. The successful offeror shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been

approved by the Marathon County Risk Manager, nor shall offeror allow any subcontractor to commence work on their subcontract until all insurance requirements have been obtained and approved.

2. Workers Compensation Insurance; Offeror shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed at the site or while working on this project. In case any work is sublet offeror shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by offeror.
3. General Liability, Professional Liability and Property Damage Insurance: Offeror shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by offeror, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
  - a. Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.
  - b. Professional Liability Coverage, \$ 1,000,000 per occurrence and in aggregate.
  - c. Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
  - d. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.
  - e. If aircraft are used in conjunction with this project, \$ 2,000,000 per occurrence and aggregate for bodily injury and property damage.

G. Proof of Insurance

1. The offeror shall furnish the Marathon County Risk Manager with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Offeror meets the insurance requirements identified above.
2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the Marathon County Risk Manager and specify the name of the contract or project covered.
3. The Certificate of Insurance shall be delivered to the owner, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager for

approval prior to the execution of this contract.

4. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

H. Proposer Terms

1. Offeror will state the expiration date of their proposal.
2. Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.

I. Proposal Costs

Respondents must provide itemized and total costs of proposed services:

1. Lump sum fee for providing design services through construction administration.
2. Additional fees for subcontractors and consultants if needed.
3. Hourly rate for additional work (if any).

K. Legal Requirements

1. Termination of Contract: Marathon County, may, for its convenience, terminate this contract at any time by a notice in writing from the Marathon County Facilities and Capital Management Department to the proposed by certified mail. If the contract is terminated by the Marathon County Facilities and Capital Management Department as provided herein, the offeror shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the offeror covered by this contract, unless payments of compensation have previously been made.
2. Change Orders: The scope of the services to be performed under this contract may be amended or supplemented by mutual written agreement between the parties to the contract. This amendatory provision shall not operate to prevent the Marathon County Facilities and Capital Management Department from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by the offeror hereunder, nor to cancel any of the services not performed at the time notice is given to the offeror of the cancellation of such services or portion of the work to be performed hereunder.
3. Gratuities and Kickbacks: It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or

any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

4. Non-appropriation of Funds: Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the Facilities and Capital Management Department to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to offeror.
5. Hold Harmless: Offeror hereby agrees to release, indemnify, defend, and hold harmless the Marathon County Facilities and Capital Management Department, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agents, or assigns. The Facilities and Capital Management Department does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
6. Americans with Disabilities Act Compliance: In connection with performance of work under this contract, offeror agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The offeror is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with the Marathon county Facilities and Capital Management Department, a public entity. The offeror is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with the Facilities and Capital Management Department, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The offeror shall provide a similar notice to its subcontractors.
7. Dispute Resolution: If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter

788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding. The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

8. Non-Debarment Clause: Contractor hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Contractor further agrees and certifies that this clause shall be included in any subcontract of this contract.
9. Statement of Compliance: Vendor has carefully reviewed the Marathon County Facilities and Capital Management Department's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with the Facilities and Capital Management Department's contract language are superseded by the Facilities and Capital Management Department's required contract language.