



**MILWAUKEE**  
**PUBLIC LIBRARY**

**OFFICIAL NOTICE**  
**REQUEST FOR PROPOSAL**

**Milwaukee Public Library**  
**814 West Wisconsin Avenue**  
**Milwaukee, Wisconsin 53233**

**RFP # MPL- 18-006**  
**Dated: May 8, 2018**  
**Due Date: June 5, 2018**

**REQUEST FOR PROPOSAL (Hereinafter referred to as “RFP”)** from the Board of Trustees of the Milwaukee Public Library, City of Milwaukee, Wisconsin, for Milwaukee Public Library Energy Performance Contracts of the Library Facilities in accordance with scope of services attached. Contract term covers performance contracting as outlined in the attached document.

All questions concerning the meaning or intent of the RFP, Scope of Services, Standard Terms and Conditions, or contract documents should be submitted in writing to Ms. Jennifer Meyer-Stearns, Library Operations Director, [jrmeyer@milwaukee.gov](mailto:jrmeyer@milwaukee.gov) no later than **May 22, 2018**. Replies shall be issued by Addenda emails to all parties recorded by the Library as having received the Request for Proposal. Questions received after this time will not be answered.

All proposals shall be returned to the Board of Trustees, Milwaukee Public Library via email to [LibraryProcurement@milwaukee.gov](mailto:LibraryProcurement@milwaukee.gov), or in an envelope clearly marked with the RFP Name and Number, and Responder’s name. Proposals must be received at the Business Office, Central Library, 814 W. Wisconsin Avenue, Third Floor, no later than **4:00 p.m. on June 5, 2018**. Any proposal received after the date and time specified will be rejected as non-responsive.

After proposals are opened, no proposal may be withdrawn for a period of thirty (30) working days after the scheduled time of closing, without the consent of the Board of Trustees of the Milwaukee Public Library. Proposals will be available for review only after an award has been made.

When preparing a proposal, responders are instructed to thoroughly read all instructions on the Request for Proposal and its specifications. Your proposal is an offer to perform or supply the service or materials described above in accordance with the terms and conditions set forth in the RFP, the Scope of Services, the Standard Terms and Conditions, and the contract. In no event shall the responder submit its own standard contract terms and conditions as a response to this RFP. Your proposal must meet the plan(s) or scope of services set forth herein.

Proposals will be evaluated based on the criteria specified in the Request for Proposal. Award will be made to the proposer that best meets the needs of the Milwaukee Public Library as defined in the RFP.

Chapter 370 of the Milwaukee Code of Ordinances established a Small Business Enterprise Program (SBE) which is implemented through establishment of percentages of participation in all contracting activities. The ordinance requires that certified SBEs be utilized for 18% of the total dollars annually expended through professional services contracts. Applicable forms must be submitted by responders as part of the proposal. Failure to comply with these requirements may result in the rejection of the proposal.

In accordance with Chapter 365 of the Milwaukee Code of Ordinances, the application of a Local Business Enterprise (LBE) program is required in all contracting activities, unless contrary to federal, state or local law, or regulation. To this end, the Milwaukee Public Library will apply an award standard that adds an additional number of points, equal to 5% or the maximum number of points used in the evaluation of the Request for Proposal (RFP), to increase the total score attained by a local business enterprise. Responders seeking the Local Business Enterprise preference shall prepare and submit with the proposal an accurate affidavit certifying their LBE status. Failure to do so may result in an LBE forfeiting their rights to be considered for the program.

The Library reserves the right to award no contracts after proposals are scored.

*Signed: Paula A. Kiely, Secretary*

*CITY OF MILWAUKEE, represented by  
the Board of Trustees, Milwaukee Public Library*

BY \_\_\_\_\_  
*Secretary*

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## **I. PROJECT OVERVIEW**

### **Statement of Intent**

Milwaukee Public Library (“The Library”) is requesting Proposals from responsible firms or teams to provide Energy Savings Performance Contracting Services through a “performance based contract.” This contract shall be consistent with the requirements of Wisconsin Statute 66.0133. The intent is to hire a contractor to conduct an energy audit of the Central Library and potentially three additional library facilities and execute an energy savings performance contract that will identify and implement energy-reducing facility improvements such that annual cost savings exceed annual payments for improvements. The Library desires to execute this contract on a guaranteed performance contract basis for those projects that have a positive return on investment and that reduce consumption of natural gas, electricity, and water without reducing the benefits of their consumption. The Library intends to use future energy savings to pay for up-front costs of energy-saving projects, thus minimizing the need to utilize The Library’s capital budgets—with the exception that The Library may invest up to \$200,000 in this project. The Library is prepared to enter into a contract with the successful contractor for a maximum term of 20 years. Additionally, Milwaukee Public Library intends to reduce overall environmental impacts associated with The Library’s energy use, including direct and indirect greenhouse gas emissions, and to achieve “Energy Star” status on eligible facilities where it is cost-effective to do so. As a participant in the Better Buildings Challenge, The Library is particularly interested in reducing the overall energy use at the facilities, as expressed in kBtu/square foot, by 20% against the 2009 baseline use (included in Appendix 1 to this RFP).

If a suitable offer is made in response to this Request for Proposals (RFP), Milwaukee Public Library may enter into a contract (“the Contract”) to have the selected Respondent (the “Contractor”) perform the project. This RFP provides details on what is required to submit an RFP Response for the Project, how The Library will evaluate the RFP Responses, and what will be required of the Contractor in performing the Project. This RFP also provides the dates for various events in the submission process, selection process, and Project performance. While these dates are subject to change, prospective Respondents must be prepared to meet them as they currently stand. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Project phase may result in Milwaukee Public Library, in its sole discretion, refusing to consider the RFP Response of the Respondent.

More information about facilities to be addressed (“Project Sites”) can be found in Appendix 1. Briefly, facilities included are:

1. Central Library
2. Atkinson Library
3. Bayview Library
4. Center Street Library

## **Additional Requirements and Notices**

Milwaukee Public Library has issued a separate RFP in 2018 to address renewable energy opportunities for the Library and additional Library facilities.

Milwaukee Public Library is potentially willing to invest up to \$200,000 for energy-related measures if necessary to meet and/or maximize the utility savings goal.

Milwaukee Public Library is considering a separate or add-on to this contract to address the annual maintenance of all steam traps.

Milwaukee Public Library requires transparency and open book pricing for all fees and costs both in Proposals/Responses and in any eventual Contract.

Milwaukee Public Library will not accept operations and maintenance savings or increases in cash flow projections except in the instance of third party contracts or extraordinary circumstances, to be discussed in advance.

Milwaukee Public Library will not pay for, nor reimburse, a Respondent for any sales or marketing costs.

Milwaukee Public Library requests that the winning respondent, if one is selected, include in its cost budget an amount equal to 1.5% of the financed costs, to reimburse The Library for anticipated Library's agent consulting costs. These costs shall be included in the costing for the project and covered from the utility savings over the course of the contract.

Milwaukee Public Library invites any innovative financing and/or cost reimbursement concepts as part of the bidder's response, provided they are consistent with State Statute 66-0133.

## **Goals**

Overall goals of the Energy Savings Performance Contracting Project are:

- To reduce utility energy consumption by a minimum of 20% against 2009 baseline levels, while maintaining or improving building performance;
- To reduce greenhouse gas emissions;
- To reduce facilities life cycle costs, such as for maintenance, equipment replacement, energy and water utilities, waste disposal, emergency outages, and the like;
- To improve indoor environmental quality for occupants; and
- To address deferred repair and maintenance projects.

## **II. OVERVIEW OF TERMS AND CONDITIONS**

The Library is interested in contracting with one energy services company (ESCO) for a full range of energy services and energy-related capital improvements (known as energy conservation measures or "ECMs") financed through an energy savings performance contract with The Library at Project Sites. The ECMs and services may include, but are not limited to an Investment Grade Audit (IGA); the design, acquisition, installation, modification, maintenance and operation of existing and new equipment;

commissioning and savings measurement services; documentation of modifications “as built;” and the training of Library’s personnel. These improvements are intended to reduce energy consumption and related costs associated with the heating, ventilation, and air conditioning systems; lighting systems; building envelope; hot water systems; water consumption; sewage costs; and other energy- and water-using devices. The ECMs and services will also look for savings which may not reduce consumption but are aimed at cost savings such as fuel switching, demand reductions, on-site generation, electrical sub-metering, automated utility bill auditing, utility rate changes and distribution upgrades. The Library requires that winning respondent seek out and secure all available utility and government incentives for ECMs approved for the project.

### **Measurement and Verification (M&V) Plan Requirements**

As the City of Milwaukee is a participant in the U.S. Department of Energy’s Better Buildings Challenge, one of the primary goals of the project is to attempt to achieve a total 20% energy reduction (decrease in the Energy Utilization Index [EUI]) across the portfolio of Milwaukee Public Libraries, as measured against a 2009 baseline and by EPA’s Portfolio Manager using “weather-adjusted source energy.” EPA’s Portfolio Manager and eProjectBuilder will be the primary methods for tracking the Better Buildings success of the project.

Therefore, the Contractor must agree to work with the City of Milwaukee Environmental Collaboration Office (ECO) as necessary to:

1. Register the ESPC project and input required information and data in the EPA’s eProjectBuilder database platform both at the initial project concept stage and throughout the duration of the project repayment term, and
2. Provide The Library with ENERGY STAR Portfolio Manager baseline and use adjustments as necessary as they relate to work done under the ESPC and that may be in addition to any agreed upon baseline and savings adjustments and savings calculations associated with the provisions of the Contractor’s energy savings guarantee.

The Contractor must also submit a summary of the proposed Measurement & Verification (M&V) Plan that would be used to validate the consumption and dollar value of annual savings and to determine if a guaranteed saving shortfall exists in any given year. The Library prefers the use of International Performance Measurement and Verification Protocol (IPMVP), Option C, Whole-Building Data Analysis. However, The Library will entertain the use of Option A (Stipulated Savings) depending on the specific ECM, the metrics proposed, and the relative value of the associated savings to the total annual savings for the entire ESPC.

The M&V Plan must include provision that the Contractor will report quarterly on total energy consumption, EUI, and dollar cost and savings for the treated facilities, plus any major affecting factors (e.g., change in use or occupancy, tariffs).

When proposing fuel rate escalation rates for the contract term and the designation of contract savings rates to be applied in future contract years, the Contractor is advised that the Library must have real dollar savings necessary to remain within the Library's fiscal budget. Contract provisions that allow for contract "Floor" rates in future years to be potentially significantly in excess of actual rates will be rejected.

### **Contract Term**

The Contract shall not exceed 20 years in duration. The duration of the contract will be mutually determined between the selected ESCO and the Library based on final project scope and financial factors.

### **Incurring Costs**

All costs and expenses associated with the preparation of responses, analyses performed, or attendance at any conferences and meetings related to this RFP are to be borne by the Respondents (ESCOs). The Library shall not be liable for any of those costs and expenses.

### **Savings and Guarantees**

ECMs must result in a guaranteed minimum energy savings with the ESCO payments linked to actual documented energy and cost reductions. Any stipulated energy and/or operational cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the Library. Reductions in operations and maintenance costs will require the definition and quantification of baseline costs from documented operations and maintenance cost records.

The savings achieved by the ECMs must be sufficient to cover all project costs including debt service, added maintenance costs, and monitoring fees on an annual basis for the duration of the contract term. The contract must provide that the savings in any year are guaranteed to the extent necessary to make payments under the contract during that year. ESCOs will be required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be used to satisfy performance guarantees in the future years of the contract. Annual reconciliation of the achieved savings will be required.

### **Confidentiality**

The contents of any Response shall not be disclosed to parties other than the Library or the Evaluation Committee during the review, evaluation, discussion, or negotiation process. Once a contract is executed with the successful Respondent, all Responses, successful and unsuccessful, become available for public inspection.

A Response may contain financial information, legitimate trade secrets or other proprietary data that the Respondent may consider to be confidential. If the Respondent desires such trade secrets or proprietary data to be held in confidence by Library the Respondent shall specifically designate and identify the portion(s) of the Response which the Respondent desires to be held in confidence, and the reason such portion should be held in confidence. The Library will consider the Respondent's designation and the basis for such a designation request. If The Library disagrees with the Respondent's designation for the basis thereof, the Library will so inform the Respondent. Any dispute between the Respondent and The



Library over such designation or the basis thereof will be resolved in accordance with the applicable statutes and rules of the State of Wisconsin. The portion of the Response that the Respondent designates as confidential shall be readily separable from the Response in order to facilitate eventual public inspection of the non-confidential portion of the Response. The total contract price is not considered confidential and will not be withheld from public inspection.

Proprietary information, such as all copyrighted material, trade secrets, or other proprietary information that Respondents claim should be held in confidence by the Library, should be separately bound and labeled with the words "Proprietary Information." Appropriate references to this separately bound information must be made in the body of the Response. Designating all or nearly all the Response as proprietary may result in the rejection of the Response. In the event a Respondent claims that any portion of the Response should be held in confidence by the Library, the Respondent is required to certify to the Library that:

"The Respondent shall indemnify, defend, and hold harmless The Library from and against any and all claims, demands, suits, actions, causes of action, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees and litigation costs) arising from or related to the Library's refusal to disclose copyrighted material, trade secrets, or other information claimed to be proprietary by the Respondent to any person making a request therefore."

Failure to include such a statement in its Response shall constitute a waiver of any right the Respondent may have to prevent the Library from disclosing information deemed proprietary by the Respondent.

### **Restriction of Contract**

From the issue date of this RFP a determination is made regarding the final selection of an ESCO, all contacts with Library's personnel concerning this RFP must be made only through the Issuing Officer.

### **Site Visits**

During the RFP process, Library will arrange voluntary walk-through inspection tours of the Project Sites. Buildings, dates, and times will be determined. Site representatives will be available to answer questions about the operation of facilities. Any technical information supplemental to material contained in this RFP will be made available for review and inspection.

### **News Releases**

News releases and media contacts regarding this project will be made only by the Library, unless the Library directs otherwise in specific instances. Any public statements made by respondents or the chosen contractor must be approved in advance by the Library.

### III. PROJECT SCHEDULE

Activity	Scheduled Date
<b>Issue Request for Proposals</b>	May 8, 2018
<b>Facility Walk-Throughs</b>	May 15-16, 2018
<b>Deadline for Written Inquiries 10 AM</b>	May 22, 2018
<b>Addendum Issued</b>	May 25, 2018
<b>Responses Due 2 PM</b>	June 5, 2018
<b>Oral Interviews</b>	June 11 -12, 2018
<b>Notice of Selected ESCO</b>	June 26, 2018
<b>IGA Contract Executed</b>	TBD
<b>IGA Draft Due</b>	TBD
<b>IGA Completed</b>	TBD
<b>Energy Savings Performance Contract Negotiations</b>	TBD
<b>Energy Savings Performance Contract Executed</b>	TBD

### IV. PROCUREMENT PROCESS

The Library will evaluate responses according to the following process:

#### **Submission of Written Response**

Respondents interested in providing these services will submit a written or email response, as directed in the NOTICE, by the required deadline, **4:00 PM CDST, June 5, 2018**. Responses shall incorporate all documentation and attachments required by Section V, Required Response Information.

#### **Oral Interview**

ESCOs will be required to participate in an oral interview with an Evaluation Committee comprised of Library officials and their advisors. The purpose of the oral interview is to allow the ESCO to explain its Response in more detail and to allow the Library to ask questions. Answers will be graded as part of the Part VI, Evaluation of Responses.

#### **Response Review and Selection of ESCO**

Milwaukee Public Library will establish an Evaluation Committee to review and evaluate the Responses in accordance with Part VI, Evaluation of Responses. The Evaluation Committee will review submitted materials and as necessary, request and review additional materials. The Library reserves the right to reject at any time any and all responses received.

#### **Development of Investment Grade Audit**

Library will select the best-qualified ESCO with whom to negotiate an Investment Grade Audit (IGA) agreement for the Project Sites that will result in a set of ECMs. If Library decides to proceed with the IGA, Library will execute a consultant services agreement with the selected ESCO, including the terms and criteria under which Library will accept the IGA.

## **Energy Savings Performance Contract**

Library shall have the option to negotiate an energy savings performance contract (ESPC) with the selected ESCO that performed the IGA. If Library decides not to enter into an ESPC with the selected ESCO after the IGA has been accepted, The Library agrees to pay the fee indicated for the completed IGA report as may be set forth in the executed consultant services agreement.

## **V. REQUIRED RESPONSE INFORMATION**

Responses are to be straightforward, concise presentations without extraneous material. An official authorized to bind the ESCO must sign the Response. The response must remain valid for no less than ninety (90) calendar days from response submittal date. All Responses become the property of The Library. Responses must be a complete response to the RFP. Responses shall address the items listed in Part VI, Evaluation Criteria, and shall be limited to thirty (30) single-sided pages, excluding attachments. Respondents may elect to submit a written copy or an electronic PDF copy of the Response. Respondents are required to keep the original copy with original signatures of the signed documents, which The Library reserves the right to request at any time. Font size shall be no smaller than 10 point. No other distribution is to be made by the ESCO. Respondents are expected to submit a completed version of each Attachment included in **Appendix 2:**

### **Attachment 2-A: ESCO Profile Form**

### **Attachment 2-B: Technical Energy Assessment (TEA)**

### **Attachment 2-C: ESCO Preliminary Project Cost and Cash Flow Analysis**

### **Attachment 2-D: Sample Documents**

Provide sample documents of the items listed below:

- a. Sample Library Savings Report
- b. Project Commissioning Plan
- c. Sample Measurement and Verification Plan

### **Attachment 2-E: Investment Grade Audit (IGA) Agreement**

The Library has provided a sample IGA agreement and welcomes Respondents to submit comments on this form.

### **Attachment 2-F: Local Business Enterprise Provisions**

### **Attachment 2-G: Small Business Enterprise Provisions**

## **VI. EVALUATION OF RESPONSES**

The criteria listed below will be used in the evaluation of the responses. Responses will be evaluated based on the completeness and quality of the information provided in the response, attachments, client references, and oral interviews. Failure to provide any of the requested information may result in a disqualification. Percentage weights for each category are indicated.

### **Evaluation Criteria**

#### **1. Proposals and Project Experience (30 points)**

- ESCO's experience on similar-sized guaranteed energy savings contracts with municipalities
- Proposals and experience of ESCO's personnel with guaranteed energy savings contracts on projects similar to the Library's project.
- Reliability of equipment performance on past projects.
- Documented energy savings on past projects similar to the Library's project.
- Demonstrated completeness of past project documentation.
- Quality of client references.

#### **2. Project Management (25 points)**

- Clear assignment of responsibility for various project tasks to specific individuals.
- Ability to effectively manage project construction and complete the project on schedule and within budget.
- Approach to operations and maintenance.
- Monitoring, measurement and verification services, and reporting on past projects.
- Clarity, organization, and level of detail in written response.
- Communication skills of the ESCO's representatives at the oral interview.
- Quality of maintenance on past projects.

#### **3. Technical Approach (25 points)**

- Technical approach, including methods of analysis and understanding of existing building systems and conditions.
- Approach to project commissioning.
- Sample investment grade audit for project similar to the Library's project.
- Baseline energy calculations and methodology for handling modifications/changes to the baseline.
- Comprehensiveness of understanding of all utility and state incentives, including Focus on Energy rebates and other incentives
- Proposed training for facility staff.
- Approach to savings measurement and verification.
- Savings reports for similar clients to the Library.
- Feasibility of proposed preliminary technical measures.

**4. Financial Approach (10 points)**

- Financial soundness and stability of ESCO.
- Capability to develop projects which qualify for attractive financing terms.
- Reasonableness of investment grade audit costs and proposed compensation formula for ESCO
- Reasonableness of Preliminary Project Costs and Cash Flow Analysis.
- Cost of annual fees for measurement and verification of savings

**5. Innovation (10 points)**

- Proposed innovative ECMs.
- Benefits from innovative ECMs.
- Ability to implement innovative ECMs.

# **APPENDIX 1: PROJECT BACKGROUND INFORMATION**

# Attachment 1-A: Utility Data

MyPortfolio    Sharing    Reporting    Recognition


## Atkinson Library

1960 W Atkinson Ave, Milwaukee, WI 53209 | [Map It](#)

Portfolio Manager Property ID: 5969771

Year Built: 1961

[Edit](#)

 Not eligible to apply for ENERGY STAR Certification

**Weather-Normalized Source EUI (kBtu/ft<sup>2</sup>)** Why not score?

**Current EUI:** 176.3  
(25.2% better than median.)

**Baseline EUI:** 175.0  
(25.8% better than median.)

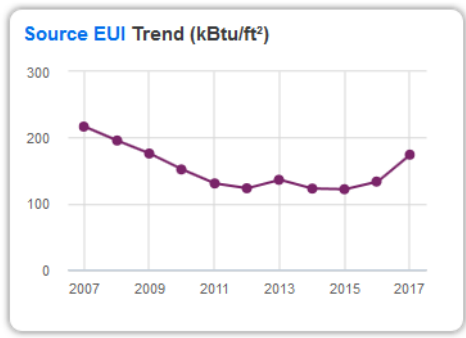
Summary    Details    Energy    Water    Waste & Materials    Goals    Design

**Property Profile** [\(Future enhancements\)](#)

This section will be deleted in 2018, except for the property photos which will remain. [More information.](#)

[+ Create Profile](#)

[Change Metrics](#)  
[Change Time Periods](#)



Metric	Dec 2009 (Energy Baseline)	Dec 2017 (Energy Current)	Change
ENERGY STAR Score (1-100)	Not Available	Not Available	N/A
Source EUI (kBtu/ft <sup>2</sup> )	175.9	174.2	-1.70 (-1.00%)
Site EUI (kBtu/ft <sup>2</sup> )	78.1	88.8	10.70 (13.70%)
Energy Cost (\$)	24,561.00	25,507.86	946.86 (3.90%)
Total GHG Emissions Intensity (kgCO <sub>2</sub> e/ft <sup>2</sup> )	10.1	9.8	-0.30 (-3.00%)
Water Use (All Water Sources) (kgal)	Not Available	Not Available	N/A
Total Waste (Disposed and Diverted) (Tons)	Not Available	Not Available	N/A


# Bay View Library

2566 S Kinnickinnic Ave, Milwaukee, WI 53207 | [Map It](#)

Portfolio Manager Property ID: 5991615

Year Built: 1994

[Edit](#)

 Not eligible to apply for ENERGY STAR Certification

**Weather-Normalized Source EUI (kBtu/ft²)** Why not score?

**Current EUI:** 181.1  
(23.2% better than median.)

**Baseline EUI:** 189.3  
(19.7% better than median.)

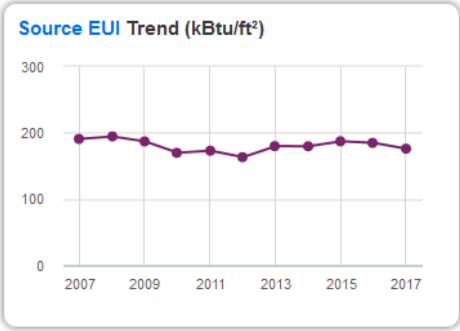
- Summary
- Details
- Energy
- Water
- Waste & Materials
- Goals
- Design

**Property Profile** [\(Future enhancements\)](#)

This section will be deleted in 2018, except for the property photos which will remain. [More information.](#)

[+ Create Profile](#)

[Change Metrics](#)  
[Change Time Periods](#)



Metric	Dec 2009 (Energy Baseline)	Dec 2017 (Energy Current)	Change
ENERGY STAR Score (1-100)	Not Available	Not Available	N/A
Source EUI (kBtu/ft²)	187.0	176.0	-11.00 (-5.90%)
Site EUI (kBtu/ft²)	77.9	75.1	-2.80 (-3.60%)
Energy Cost (\$)	31,252.61	31,851.88	599.27 (1.90%)
Total GHG Emissions Intensity (kgCO2e/ft²)	10.8	10.1	-0.70 (-6.50%)
Water Use (All Water Sources) (kgal)	Not Available	Not Available	N/A
Total Waste (Disposed and Diverted) (Tons)	Not Available	Not Available	N/A



## Central Library

814 W Wisconsin Ave., Milwaukee, WI 53233 | [Map It](#)

Portfolio Manager Property ID: 6163996

Year Built: 1893

[Edit](#)

 Not eligible to apply for ENERGY STAR Certification

**Weather-Normalized Source EUI (kBtu/ft²)** Why not score?

**Current EUI:** 83.9  
(64.4% better than median.)

**Baseline EUI:** 85.8  
(63.6% better than median.)

Summary

Details

Energy

Water

Waste & Materials

Goals

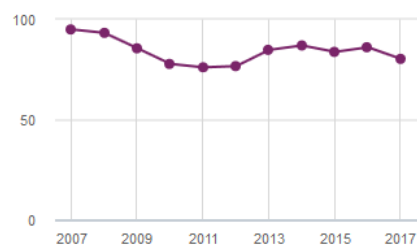
Design

### Property Profile [\(Future enhancements\)](#)

This section will be deleted in 2018, except for the property photos which will remain. [More information.](#)

[+ Create Profile](#)

### Source EUI Trend (kBtu/ft²)



[Change Metrics](#)  
[Change Time Periods](#)

### Metrics Summary

Metric	Dec 2009 (Energy Baseline)	Dec 2017 (Energy Current)	Change
ENERGY STAR Score (1-100)	Not Available	Not Available	N/A
Source EUI (kBtu/ft²)	85.6	80.3	-5.30 (-6.20%)
Site EUI (kBtu/ft²)	39.7	38.3	-1.40 (-3.50%)
Energy Cost (\$)	350,583.02	394,941.62	44358.60 (12.70%)
Total GHG Emissions Intensity (kgCO2e/ft²)	5.0	4.6	-0.40 (-8.00%)
Water Use (All Water Sources) (kgal)	Not Available	Not Available	N/A
Total Waste (Disposed and Diverted) (Tons)	Not Available	Not Available	N/A

The following links provide additional data for Central Library:

- [Electric Data](#)
- [Gas Data](#)
- [Steam Data](#)


# Center Street Library

2727 W Fond du Lac Ave., Milwaukee, WI 53210 | [Map It](#)

Portfolio Manager Property ID: 6038920

Year Built: 1988

[Edit](#)

 Not eligible to apply for ENERGY STAR Certification

**Weather-Normalized Source EUI (kBtu/ft<sup>2</sup>)** Why not score?

**Current EUI:** 171.0  
(27.4% better than median.)

**Baseline EUI:** 179.8  
(23.7% better than median.)

Summary | Details | Energy | Water | Waste & Materials | Goals | Design

[Change Metrics](#)

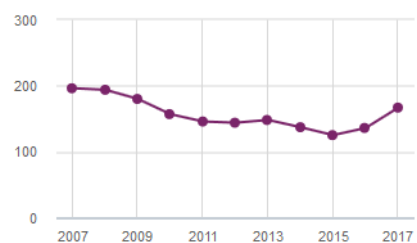
[Change Time Periods](#)

**Property Profile** [\(Future enhancements\)](#)

This section will be deleted in 2018, except for the property photos which will remain. [More information.](#)

[+ Create Profile](#)

**Source EUI Trend (kBtu/ft<sup>2</sup>)**



Metric	Dec 2009 (Energy Baseline)	Jan 2018 (Energy Current)	Change
ENERGY STAR Score (1-100)	Not Available	Not Available	N/A
Source EUI (kBtu/ft <sup>2</sup> )	180.1	170.0	-10.10 (-5.60%)
Site EUI (kBtu/ft <sup>2</sup> )	82.4	82.5	0.10 (0.10%)
Energy Cost (\$)	32,461.43	31,733.10	-728.33 (-2.20%)
Total GHG Emissions Intensity (kgCO <sub>2</sub> e/ft <sup>2</sup> )	10.3	9.6	-0.70 (-6.80%)
Water Use (All Water Sources) (kgal)	Not Available	Not Available	N/A
Total Waste (Disposed and Diverted) (Tons)	Not Available	Not Available	N/A

**NOTE:** In addition to this data, a 2011 energy audit for all City of Milwaukee libraries is available [here](#).

## **APPENDIX 2: REQUIRED SUBMISSION DOCUMENTS**

# Attachment 2-A: ESCO Profile Form

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## ESCO Profile Form

**NOTE:** If this project is proposed to be implemented as a joint venture or partnership, this Attachment A should be completed for each firm, including client references for energy performance contracting projects implemented by each firm.

**NOTE:** All questions must be addressed by the ESCO in order for this qualifications form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by The Library as grounds to find them ineligible. If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol N/A. For additional space attach 8-1/2" x 11" sheets and indicate reference number (i.e., 12a, 12b, etc.) to correspond to each question.

### 1. FIRM NAME

City:

Business Address:

City:

Zip Code:

#### a. NAMES AND TITLES OF TWO CONTACT PERSONNEL

1) Phone ( )

2) Phone ( )

#### b. SUBMITTAL IS FOR:

Parent Company (List any Division or Branch Offices to be involved in this project):

Division (attach separate list if more than one is to be included):

Subsidiary:

Branch Office:

Name of Entity:

Address:

2. **TYPE OF FIRM:**  Corporation  Partnership  Sole Proprietorship  Joint Venture

3. **FEDERAL EMPLOYMENT IDENTIFICATION NUMBER:**

4. **YEAR FIRM WAS ESTABLISHED:**

5. **NAME AND ADDRESS OF PARENT COMPANY, (if applicable):**

6. **FORMER FIRM NAME(S), (if applicable):**

7. **FIVE YEAR SUMMARY OF CONTRACT VALUES FOR ENERGY PERFORMANCE CONTRACTING PROJECTS:**

2018: \$ (to date) 2017: \$ 2016: \$

2015: \$ 2014: \$

8. **CORPORATE BACKGROUND/HISTORICAL DATA**

- a. How many years has your firm been in business under its present business name?
- b. Indicate all other names by which your firm has been known and the length of time known by each name.
- c. How many years has your firm been involved in energy performance contracting?
- d. Indicate the number of all energy performance contracting projects implemented by and currently under contract with your firm. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project. Attach additional sheets as necessary.

**9. PERSONNEL INFORMATION**

- a. Please indicate the number of full time personnel employed by your firm and the number available to work on this project.
  
- b. Project Team Members

***Briefly describe the relevant experience, Proposals and educational background for each individual team member assigned to City's project using the format provided below. Do not include individual resumes in lieu of this information.***

<p><b>Name of Project Team Member:</b></p>	
<p><b>Current Job Title:</b>  <b>Job responsibilities:</b>  <b>Number of years with ESCO:</b>  <b>Primary Office Location:</b></p>	
<p><i>Employment History</i></p> <p><b>Company Name:</b>  <b>Primary job responsibilities:</b>  <b>Number of years with firm:</b></p>	
<p><i>Educational Background</i></p> <p>List all academic degrees, certifications, professional affiliations, relevant publications and technical training.</p>	
<p>List all guaranteed energy performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of installed project costs.</p>	
<p>Describe the specific role and responsibilities this individual had for each listed project.</p>	

<p><b>Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.</b></p>	
<p><b>Describe any other relevant technical experience.</b></p>	
<p><b>Indicate the total years of relevant energy-related experience for this individual.</b></p>	

- c. Submit an organizational chart that clearly identifies the roles and relationships of all key team members.
- d. Certify that your firm will comply with all terms and conditions contained in The Library's Request for Proposals (RFP) and contract documents.
- e. Briefly describe the types of financing used by your firm for past energy performance contracts, including the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects.

**10. FINANCIAL REFERENCES**

- a. *Provide* a company prospectus to include a Balance Sheet and Cash Flow Analysis not more than fifteen (15) months old.
- b. Please provide the name, address, and the telephone number of the firm(s) that prepared the Financial Analysis.
- c. Please enclose banking references including financial institution, address, contact person, telephone number, and specific information on your firm's credit that may be used to fund construction for large-scale projects.
- d. Maximum individual project and aggregate bonding limits.
- e. Please certify that your company does not owe the State of Wisconsin any taxes.



- f. Please certify that your company is not currently under suspension or debarment by the State of Wisconsin, any other City, or the federal government.
- g. Please identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation.

**11. PROJECT HISTORY & CLIENT REFERENCES**

Using the following forms, list five (5) energy performance contracting projects currently in repayment and under contract with your firm which most resemble the scope of this project and list all energy performance contracting projects performed in The Library. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office who will be specifically assigned to this project. Projects with installed costs of less than \$500,000 or single technology (e.g. lighting only, controls only, etc.) will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving buildings similar to the building(s) described in Appendix A. All information is required.

<b>Project Name, Location and City</b>	
<b>Project Dollar Amount (installed project costs)</b>	
<b>Primary ECMs Installed</b>	
<b>Date Construction Started</b>	
<b>Date Constructed Completed</b>	
<b>Guarantee Period Start &amp; End Dates</b>	
<b>Dollar Value of <u>Projected</u> Annual Energy Savings</b>	
<b>Dollar Value of <u>Guaranteed</u> Annual Energy Savings</b>	

Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification	
Provide the names of the primary personnel involved in this project and their specific roles and responsibilities. Please indicate if the primary personnel on this project are also included in Section 10, Personnel Information.	
Provide current and accurate telephone and email addresses of The Library's representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	

**12. SUMMARY OF ENERGY SAVINGS PERFORMANCE DATA**

For each project described above, complete the following table. Energy savings data must be provided in fuel units.

**ANNUAL ENERGY SAVINGS**

	Projected Savings	Guaranteed Savings	Achieved Savings				
			Year 1	Year 2	Year 3	Year 4	Year 5
kWh							
KW							
Therms							

<b>Water kGallons</b>							
<b>Other (Specify)</b>							

## Attachment 2-B: Technical Energy Assessment

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### Technical Energy Assessment

**NOTE:** Each respondent is required to fully answer all questions in each category listed below. Respondents must also include a Table of Contents, which indicates the section and page numbers corresponding to the information included. Failure to submit the required information as specified in this RFP will result in the deduction of points.

#### 1. PROJECT MANAGEMENT

##### a. Project Summary

Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value to City of your firm's services.

##### b. Project Work Plan and Milestones

Describe your proposed management plan for accomplishing the work. Provide a proposed project schedule and a sample timeline of milestones necessary to implement all phases of the project.

##### c. Training Provisions

Describe your firm's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

##### d. Project Financing

Describe your firm's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed.

**e. Equipment and Installation Procurement**

**Equipment and Installation Procurement**

Describe your firm’s preferred approach for selecting equipment and installation sub-contractors in an open and transparent way. Describe how you will seek to include small business enterprises in this process.

**2. SITE SPECIFIC**

**a. Technical Site Assessment**

Based upon your preliminary technical energy assessment and available information, discuss the site conditions, status of building systems, current operating procedures and potential cost-effective energy improvement opportunities. Describe any equipment modifications, installations or replacements at the facilities that you propose to implement and those which warrant further study. Describe any operational changes you would recommend. If innovative or exotic technologies are being proposed please provide information on previous installations on similar projects, including cost and performance results, and your company’s in-house expertise or subcontractor relationship established to implement the technology.

**b. Energy Baseline Calculation Methodology and Measurement & Verification Plan**

Describe the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Please summarize procedures, formulas and methodologies including any special metering or equipment your firm will use to measure and calculate energy savings for this project. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes etc. Indicate any operational cost savings opportunities and how such savings are to be identified, documented and measured.

Describe your firm’s proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.

Describe how your Measurement & Verification Plan will utilize EPA Portfolio Manager a starting point for measuring energy savings. Describe any specific factors that for calculating energy savings that will deviate from Portfolio Manager and how those factors can be mutually accounted for by both The Library and Company.

**c. Equipment Maintenance Approach**

Please describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services projected for this project. Please discuss the role of City’s personnel in performing maintenance on the new and existing equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.

## Attachment 2-C: ESCO's Proposed Project Costs and Cash Flow Analysis

Project Name:  
Agency Name:  
ESCO Name:

Fee Category	Fees <sup>(1)</sup> Dollar (\$) Value	Percentage of Hard Costs
Estimated Value of Hard Costs <sup>(2)</sup> :		
<b>Project Service Fees</b>		
Investment Grade Energy Audit		
Design Engineering Fees		
Construction Management		
System Commissioning		
Initial Training Fees		
Contingency Costs		
Construction Interest		
<b>Project Service Fees Sub Total</b>		
<b>TOTAL FINANCED PROJECT COSTS:</b>		

### PROPOSED ANNUAL SERVICE FEES

First Year Annual Service Fees	Fees <sup>(1)</sup> Dollar (\$) Value	Hard Costs as % of Fees <sup>(2)</sup>
Measurement and Verification		
<b>ENERGY STAR™ Services</b>		
Maintenance		
Performance Monitoring		
On-going Training Services		
Verification Reports		
<b>TOTAL FIRST YEAR ANNUAL SERVICES</b>		

#### NOTES:

1. Fees should include all mark-ups, overhead, and profit. Figures offered as a range will not be accepted.
2. The total value of Hard Costs is defined in accordance with standard AIA definitions that include: Labor Costs, Subcontractor Costs, Cost of Materials and Equipment, Temporary Facilities and Related Items, and Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, Mark-ups, Overhead and Profit, etc.

ESCO's proposed interest rate available at the time of submission:

Financial Institution:

Contact person:

## Attachment 2-C ESCO's Proposed Annual Cash Flow Analysis

For the purposes of preparing the Preliminary Cost Proposal and Preliminary Cash Flow Analysis, a [redacted] - [redacted] year contract term and interest rate of [redacted] %.

Escalation Rate by Utility/Fuel:*	Principal:	Financed Project Costs:	Annual Payment:
Electric:	Water:	Finance Term:	Interest:
Construction Months:	Escalation Rate for Annual Fees:	Annual Interest Rate:	Other (specify):

*\*To be furnished by Agency in Appendix B. Sec. G.*

Year	Electric Cost Savings	Water Cost Savings	Other	Operational Cost Savings	Total Cost Savings	Maintenance, Monitoring, EM&V, and Training Fees	Guaranteed Cost Savings	Financing Payment	Net Savings
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
<b>Total</b>									





## **Attachment 2-D: Sample Documents**

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Each ESCO shall provide sample documents of the items listed below:

- a) Sample City Savings Report
- b) Sample Project Commissioning Plan
- c) Sample Measurement and Verification Plan

## **Attachment 2-E: Sample Investment Grade Audit Agreement**

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This Energy Audit Agreement is entered into on \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_ (the "Library") and \_\_\_\_\_, (the "Company"). The Library and the Company are referred to herein as the "Parties".

Whereas, The Library has issued a Request for Proposals (RFP) to identify a qualified Energy Service Company (ESCO) to implement an energy performance contract (EPC);

Whereas, the Company submitted a response to the RFP \_\_\_\_\_ and participated in a competitive procurement process designed by The Library to identify a qualified ESCO;

Whereas, The Library has selected the Company as a result of its competitive procurement process;

Whereas, The Library is responsible for the operation, management and maintenance of \_\_\_\_\_ (the "Facility");

Whereas, a comprehensive energy use and savings analysis (the "Energy Audit") must be performed at the Facility in order to determine the feasibility of entering into an Energy Performance Contracting Project to provide for the installation and implementation of energy conservation measures (ECMs) at the Facility;

Whereas, if the ECMs are demonstrated to be feasible, and if the amount of energy savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with an energy performance contracting project at the Facility, the Parties intend to negotiate a Guaranteed Energy Savings (GES) contract under which the Company shall design, procure, implement, provide training, maintain and monitor such energy conservation measures at the Facility;

Therefore, the Parties agree as follows:

## **ARTICLE 1: SCOPE OF ENERGY AUDIT**

The Company will perform the Energy Audit and prepare a detailed engineering and economic report (the "Report") which specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facility. The Report shall contain detailed projections of energy and cost savings to be obtained at the Facility as a result of the installation of the recommended energy conservation measures (ECMs). The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Facility, including accurate marginal cost for each unit of savings at the time the audit is performed; documented material and labor costs actually avoided; adjustments to the baseline to reflect current conditions at the Facility, compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc. The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe the Company's plan for installing or implementing the measures in the Facility, including all anticipated costs associated with such installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for negotiating a GES contract between The Library and the Company; however, The Library shall be under no obligation to negotiate such a contract.

The Company shall perform the following tasks in performing the Energy Audit and preparing the Report:

### **A. Collect General Facility Information**

The Company shall collect general Facility information such as: size, age, construction type, condition and general use of the Facility. The Company shall also collect and summarize Facility utility cost and consumption data for the most recent 36-month period. Company shall evaluate the impact on utility cost and consumption for any energy measures currently being installed or currently contemplated to be installed by The Library in the Facility which will remain separate from the Energy Services Agreement for the duration of that agreement.

Library shall furnish (or cause its energy suppliers to furnish) all available records and data concerning energy and water usage for the Facility for the most current 36 month period, if available, including: Utility records; occupancy information; descriptions of any changes in the structure of the Facility or its heating, cooling, lighting or other systems or energy requirements; descriptions of all

major energy and water consuming or energy and water saving equipment used in the Facility; and, description of energy management procedures presently utilized. The Facility shall also furnish a record of any energy related improvements or modifications that have been installed during the past three years, or are currently being installed or are currently contemplated to be installed by The Library in the Facility separate from the Energy Service Agreement for the duration of that agreement. The Library shall also provide copies of drawings, equipment logs and maintenance work orders to the Company insofar as this information is readily available.

## **B. Inventory Existing Systems and Equipment**

Company shall compile an inventory based on a physical inspection of the major electrical and mechanical systems at the Facility, including:

- Cooling systems and related equipment
- Heating and heat distribution systems
- Automatic temperature control systems and equipment Air distribution systems and equipment
- Outdoor ventilation systems and equipment
- Kitchen and associated dining room equipment, if applicable
- Exhaust systems and equipment
- Hot water systems
- Electric motors 5 HP and above, transmission and drive systems
- Interior and exterior lighting
- Laundry equipment, if applicable
- Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc. Other major energy using systems, if applicable

The inventory shall address the following considerations:

- The loads, proper sizing, efficiencies or hours of operation for each system; (Where measurement costs, facility operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings, appropriate measurements are required unless waived by The Library).
- Current operating condition for each system;
- Remaining useful life of each system;

- Feasible replacement systems
- Hazardous materials and other environmental concerns

The Company shall use data loggers and conduct interviews with Facility operation and maintenance staff regarding the Facility's systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

### **C. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates**

Company shall examine the most recent 36 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water by averaging; or selecting the most representative contiguous 12 months. Company shall consult with Facility staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

Company shall estimate loading, usage and/or hours of operation for all major end uses representing more than 5% in aggregate of total Facility consumption including, but not limited to:

- Water
- Lighting
- Heating
- Cooling
- HVAC motors (fans and pumps)
- Plug load
- Kitchen equipment
- Other equipment
- Miscellaneous

Where loading and/or usage are highly uncertain Company shall employ spot measurement and/or short term monitoring at its discretion, or at the request of The Library. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment. The annual end use estimated consumption shall be reconciled with the annual Base Year consumption to within 5% for electricity (kWh), fossil fuels and water. The contribution to electric peak demand for each end use shall also be reconciled to within 5% of the annual Base Year peak. The "miscellaneous" category shall not be more than 5%. The purpose of this is to place reasonable limits on potential savings.

#### **D. Develop List of Potential Energy Conservation Measures (ECMs)**

The Company shall:

1. Identify and propose potential ECMs for installation or implementation at the Facility(s), including cut sheets on proposed equipment. For non-standard ECMs provide information regarding product site installations.
2. Provide a detailed estimate of the cost, savings and life expectancy of each proposed ECM.
3. Specify Facility(s) operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs.
4. Provide analysis methodology, supporting calculations and assumptions used to derive baselines (e.g. lighting operating hours) and estimate savings. Provide the existing and proposed air and hot water temperatures, amount of outdoor air ventilation (CFMs) lighting and acoustic levels. Provide copies of the utility tariffs and commodity price histories used in savings calculations. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided.
5. For savings estimates using computer simulations, the Company shall provide access to the program and all inputs and assumptions used, if requested by the Agency.
6. Provide a detailed preliminary savings measurement and verification plan for each proposed ECM.
7. Provide a detailed preliminary commissioning plan for the proposed ECMs.
8. Provide detailed calculations for any rate saving proposals.
9. Provide detailed supporting calculations for any proposed maintenance, material or other operational savings. Describe annual variances in savings from year to year (e.g. lighting, warranties).
10. Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, avoided emissions, water conservation, etc.). Provide emissions reductions data for NOX, CO2 and SO2. Segment emissions data for direct site emissions reductions (e.g. fossil fuels) and indirect emissions reduction data (e.g. electricity/water).

11. Investigate every possible utility and state and federal incentive associated with ECMs proposed that may be available and project their value in cash flow summary. Focus on Energy rebates and other incentives shall be included in this investigation.

12. For all proposed ECMs, Company shall comply with all applicable City, federal and local codes and regulations in effect at the time of this analysis.

**NOTE:** *This list shall be compiled and submitted to The Library within \_\_\_\_ days (120 days is recommended) of the execution of this Project Development Agreement.*

#### **E. Select Final Recommended ECMs**

Company shall, in consultation with The Library, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facility.

#### **F. Cost and Fee Estimates**

Company shall provide detailed estimates of costs associated with the installation, implementation and commissioning of each of the ECMs proposed in the Audit including breakouts for labor, materials, and equipment.

Company shall also provide estimates of monthly costs associated with sustaining the project performance including breakouts for maintenance fees, monitoring fees, and training fees.

#### **G. Savings Estimates**

The Library has endeavored to provide the Company with sufficient general and specific guidance in this Article 1 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the Company should seek written guidance from The Library. The Library reserves the right to reject items claimed as savings which are not in The Library's utility budget line or which have been claimed contrary to the guidance given in this agreement or contrary to written guidance given to Company. The Library also reserves the right to reject Company calculations of savings when it determines that there is another more suitable or preferable means of determining or calculating such savings.

**For the purposes completing the Cash Flow Analysis in Attachment D the following items will be allowed as savings or in the development of savings:**

- Escalation rates of      % for natural gas
- Escalation rates of      % for electricity
- Escalation rates of      % for oil
- Escalation rates of      % for steam
- Escalation rates of      % for water
- Escalation rates of      % for other fuel type (specify)
- Escalation rates of      % for operation and maintenance cost savings
- Escalation rates of      % for material/commodity cost savings
- Escalation rates of      % for allowable labor savings

**The following items will not typically be credited as savings derived from a proposed ECM. The Company may seek exemptions from The Library on a case-by-case basis. However, the final determination of allowable savings in each case considered shall reside with The Library:**

- Library in-house labor cost
- Library deferred maintenance cost
- Offset of future Library capital cost

#### **H. Report Format**

The Company shall prepare a two-volume report as follows:

*Each volume should be submitted using 8 ½ " x 11" sheets of paper and a font size **no smaller than 10 point**. The pages in each volume should be numbered sequentially, include a Table of Contents and tabbed with the visible titles of corresponding Schedules (Volume 1) or Sections (Volume 2).*



1. **Volume 1 of 2** shall include the presentation of information in the following Schedules required for the GES contract to the extent the information has been developed during the course of performing the audit. Preliminary information and incomplete schedules will be finalized during audit negotiations, prior to execution of the GES contract.

**i. Schedules**

Schedule A	Equipment to be Installed by Company
Schedule B	Energy Savings Guaranty
Schedule C	Compensation to ESCO
Schedule D	Description of the Premises
Schedule E	Calculation of Baseline/Benchmarks; Methodology to Adjust Baselines
Schedule F	Financing Agreement
Schedule G	Company Maintenance Responsibilities
Schedule H	Library Maintenance Responsibilities
Schedule I	ECMs Operation Parameters/Standards of Comfort and Service
Schedule J	Company Training Responsibilities
Schedule K	Construction and Installation Schedule
Schedule L	Current and Known Future Capital Projects at the Premises
Schedule M	Pre-Installation Equipment Inventory
Schedule N	Methods of Savings Measurement and Verification
Schedule O	Systems Startup and Commissioning of ECMs
Schedule P	Alternative Dispute Resolution Procedures
Schedule Q	Insurance and Bonds
Schedule R	Warranties
Schedule S	Proposed Final Project Costs & Final Project Cash Flow Analysis (See Attachment C)

**ii. Exhibits**

- Exhibit I Performance Bond/Construction Bond
- Exhibit II Certificate of Acceptance—Energy Audit Report
- Exhibit II Certificate of Acceptance—Installed Equipment

2. **Volume 2 of 2** shall include all of the information required in Section D and the Sections below, and presented in the following format:

i. **Executive Summary:** Provide an executive summary which describes the Facility(s), measures evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each recommended measure. Include a summary of the recommended measures and costs using the table format provided below.

	<b>ECM</b>	<b>TOTAL COST</b>	<b>ENERGY COST SAVINGS</b>	<b>SIMPLE PAYBACK</b>
<b>1.</b>				
<b>2.</b>				
<b>3.</b>				
<b>TOTALS</b>				

- ii. **Measures Not Evaluated:** Include a discussion of measures not evaluated in detail and the explanation of why a detailed analysis was not performed.
- iii. **Baselines:** Provide a summary of all utility bills, consumption baselines and how they were established, and end use reconciliation with respect to the baselines including a discussion of any unusual characteristics and findings.
- iv. **ECM Summaries:** Provide detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues. Provide a financial analysis for each proposed ECM.
- v. **Cost and Savings Estimates:** Conclusions, observations and caveats regarding cost and savings estimates.
- vi. **Appendices:** Provide thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

- vii. **Submission of the Report:** The Report shall be completed within \_\_days (120 days is recommended) of the date of execution of this Energy Audit Agreement. The cost for the completed Energy Audit and Report will be \_\_.

## **ARTICLE 2: GUARANTEED ENERGY SAVINGS (GES) CONTRACT**

The Parties intend to negotiate a GES contract under which the Company shall design, install and implement energy conservation measures which the Parties have agreed to and provide certain training, maintenance and monitoring services. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such a GES contract. The terms and provisions of such a GES contract shall be set forth in a separate agreement.

## **ARTICLE 3: PAYMENT**

Payment to Company for services performed in connection with the Energy Audit Agreement shall be made by Library only in accordance with the provisions of Article 4 herein.

## **ARTICLE 4: TERMINATION**

### **A. By Contractor:**

Company may terminate this Agreement prior to the completion of the Energy Audit and Report or subsequent to the scheduled completion of the Energy Audit and Report if:

- i. It determines that it cannot guarantee a minimum \_% savings in energy costs through the implementation of an energy performance contracting project at the Facility; or
- ii. It determines that even though it can guarantee a % savings in energy costs, that amount would be insufficient to cover the costs associated with performing the Audit, installing energy conservation measures and related training, maintenance and monitoring services.

In the event Company terminates the Agreement pursuant to Section 4 A (i) or (ii) The Library shall not be obligated to pay any amount to Company for services performed or expenses incurred by Company in

performing the Energy Audit and Report required under this Agreement. Company shall provide the Facility with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. Company will return any documents or information that was provided by The Library.

Termination under this section shall be effective upon Library 's receipt of written notification from the Company stating the reason for the termination and all documents which support termination pursuant to 4 A (i) or 4 A (ii) herein.

**B. By Library:**

Library may terminate this Agreement:

- i. If the Company fails to complete the Energy Audit and deliver the Report to The Library by the date established in Article 1 H. above; or fails to obtain a written extension of that date from The Library. Termination under this subsection B (i) shall be effective upon Company's receipt of written notification from The Library that the deadline for submission of the Energy Audit and Report has past. In this event, The Library shall not be obligated to pay any amount to Company for services performed or expenses incurred by the Company in performing the Energy Audit and preparing the Report required under this Agreement. Company shall provide the Facility with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. Company will return any documents or information that was provided by The Library.
- ii. If, prior or subsequent to the completion of the Energy Audit or Report, the Company notifies The Library in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 4 A (i) or (ii) above. Termination under this subsection B (ii) shall be effective upon Company's receipt of written notification of termination from The Library. In this event, The Library shall not be obligated to pay any amount to Company for services performed or expenses incurred by Company in performing the Energy Audit and preparation of the Report required under this Agreement. Company shall provide the Facility with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. Company will return any documents or information that was provided by The Library.
- iii. If, prior or subsequent to the completion of the Energy Audit or Report, The Library notifies the Company in writing that it has elected to terminate this Agreement and not enter into a GES contract, The Library shall reimburse the Company for either the actual expenses incurred or percent of the Audit and Report completed as of the effective date of the termination, the amount being determined as fair and equitable by The Library. Termination

under this subsection B (iii) shall be effective upon Company's receipt of written notification from The Library.

Company agrees to provide The Library with any records of expenses incurred and any preliminary notes, reports or analyses which have been produced or prepared prior to the effective date of the termination. Such documentation shall be used by The Library to determine the extent of work completed by Company prior to termination and shall become the property of The Library.

If after completion and acceptance of the Energy Audit, The Library does not enter into a GES contract with the Company within \_\_\_ days (**60 days is recommended**) after written acceptance of the Energy Audit, The Library agrees to reimburse the Company for the cost of the Energy Audit as detailed herein. Termination under this subsection B (iii) shall be effective upon Company's receipt of written notification from The Library. The Energy Audit and Report will become the property of The Library.

**It is clearly understood by both parties hereto that, if the Parties successfully negotiate and execute an Energy Services Agreement, no payment shall be due for the Energy Audit or Report under the terms of this Agreement. This Agreement shall automatically terminate upon the execution of a GES contract by Company and The Library for an energy performance contracting project at the Facility. It is further understood that provisions for payment for the Energy Audit shall be incorporated into the GES contract.**

#### **ARTICLE 5: REMEDIES IN CASE OF DEFAULT BY COMPANY**

**1) Default**, and the intention of the **AGENT** to terminate this Agreement, shall be provided to the **COMPANY** and such decision shall be final and effective upon the **COMPANY'S** receipt, as defined herein, of such notice. Upon the giving of such notice as provided herein, the **COMPANY** must discontinue any **SERVICES**, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in process, to the **AGENT**. At such time the **AGENT** make invoke any or all of the following remedies:

- A. The right to take over and complete the **WORK**, or any part thereof.
- B. The right to immediately terminate this Agreement as to any or all of the **WORK** or other services yet to be performed by the **COMPANY**;

- C. The right of specific performance, injunctive relief or any other appropriate equitable remedy;
- D. The right to money damages;
- E. The right to withhold all or any part of the **COMPANY's** compensation hereunder; and
- F. If the **AGENT** considers it to be in its best interests, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the **AGENT** and that if the **AGENT** permits the **COMPANY** to continue to perform the **WORK** and other **SERVICES** despite one or more **Events of Default**, the **COMPANY** shall in no way be relieved of any of its responsibilities, duties, or obligations under this Agreement nor shall the **AGENT** waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

#### **ARTICLE 6: RIGHT TO OFFSET**

Any additional costs incurred by The Library in the event of termination of this Agreement for default or otherwise resulting from the **COMPANY'S** performance or non-performance under this Agreement, including the exercise by The Library of any of the remedies available to it under **Article 11.4** hereof, and any credits due to The Library (such as available balance in authorized project contingency allowance under the GESA contract) or overpayments made by the **AGENT** may be offset by use of any payment due for the **WORK** or other services completed before the termination for default or before the exercise of any remedies. If such amount offset is insufficient to cover such excess costs, the **COMPANY** shall be liable for and promptly remit to The Library the difference upon written demand therefore. This right to offset is in addition to and not a limitation of any other remedies available to The Library.

#### **ARTICLE 7: REPRESENTATIONS AND WARRANTIES**

- a. **Each Party Warrants and Represents to the Other that:**

- i. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- ii. Its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organic instruments, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- iii. Its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- iv. It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

**b. Representations and Warranties by The Library**

The **AGENT** and The Library hereby warrants and represents to the **COMPANY** that:

- i. It will provide throughout the term of this Agreement (or cause its energy suppliers to furnish) to the **COMPANY**, upon its request, copies of all available records and data concerning energy usage for the Premises including but not limited to the following data: utility records and rate schedules; occupancy information; descriptions of any major changes in the structure or use of the buildings or heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; descriptions of energy management procedures presently utilized; and any prior energy analyses of the Premises. The **AGENT** and The Library shall make knowledgeable employees and agents available for consultations and discussions with the **COMPANY** concerning energy usage of the Premises.
- ii. It has not entered into any leases, contracts, or agreements with other persons or entities regarding the leasing of energy efficiency equipment or the provision of energy management services for the Premises or with regard to servicing any of the energy related equipment located in the Premises.

**c. Representations and Warranties by the COMPANY**

The **COMPANY** represents and warrants the following to The Library (in addition to the other representations and warranties contained in the Project Documents), as an inducement to the

**LIBRARY** to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and the Final Completion of the **WORK**.

- i. That it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the **WORK** and perform its obligations under this Agreement;
- ii. That it and each of its employees, agents and subcontractors of any tier are competent to perform its obligations under this Agreement;
- iii. That it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the **WORK** and perform its obligations hereunder and has sufficient experience and competence to do so;
- iv. That it is authorized to do business in the State of Wisconsin and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the **WORK** and the Premises;
- v. That its execution of this Agreement and its performance thereof is within its duly authorized powers; and
- vi. That its duly authorized representative has visited the Premises familiarized itself with the local conditions under which the **WORK** is to be performed and correlated its observations with the requirements of the **PROJECT DOCUMENTS**.

#### **ARTICLE 8: APPLICABLE LAWS**

##### **a. Statutory and Regulatory Requirements**

All applicable Federal and City laws and the County codes, rules and regulations of all authorities having jurisdiction over the performance of the **PROJECT** shall apply to this Agreement throughout its term and they will be deemed to be included in this Agreement the same as though written herein in full. To assist in **COMPANY**'s tax compliance, upon job completion The Library agrees, if applicable, to execute the required Written Allocation including the Declaration related to **Section 179D of the Internal Revenue Code**. **COMPANY** will be responsible for preparing the Declaration, all accompanying documentation and the contents therein. **COMPANY** will be designated the sole **Section 179D beneficiary**.



**b. COMPANY’S Failure to Comply with Statutory and Regulatory Requirements**

The **COMPANY**, and its subcontractors shall comply with all laws, rules, regulations, and codes applicable to performance of the **WORK** and the maintenance, monitoring, and training services to be performed pursuant to **Article 6**. Except where expressly required by applicable laws and regulation, The Library shall not be responsible for monitoring the **COMPANY’S** compliance with any laws or regulations. When the **COMPANY** observes conflicting regulatory requirements, it shall notify the **AGENT** in writing immediately. If the **COMPANY** performs any of the **WORK** or other **SERVICES** required by this Agreement knowing or having reason to know that the **WORK** or such **SERVICES** are contrary to such laws, rules and regulations, the **COMPANY** shall pay all costs arising there from.

**ARTICLE 9: RIGHT TO AUDIT**

The Library shall have the right to have access to and audit all of the **COMPANY’S** records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. In addition, the **AGENT** or its authorized representative shall have access to the **COMPANY’S** facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article.

**ARTICLE 10: STANDARD TERMS AND CONDITIONS**

**a. Agreement Term**

The Agreement term shall commence on the date the Agreement is executed by The Library and end on \_  
\_\_\_\_\_, unless earlier terminated pursuant to the provisions of Article 4 hereof. Notwithstanding, Company shall adhere to the deadlines set forth in Article 1 regarding the completion and submittal of the list of ECMs and the Report.

**b. Materials, Equipment and Supplies**

The Company shall provide or cause to be provided all facilities, materials, equipment and supplies necessary to perform the Energy Audit and prepare the Report.

**c. Patent and Copyright Responsibility**

The Company agrees that any material or design specified by the Company or supplied by the Company pursuant to this Agreement shall not knowingly infringe any patent or copyright, and the Company shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by the Company in the performance of the Energy Audit and preparation of the Report.

**d. Library Access to Records**

The Library shall have the right, throughout the term of this Agreement and for a minimum of \_\_\_ years following completion of the Agreement, to inspect, audit and obtain copies of all books, records and supporting documents which Company is required to maintain according to the terms of this Agreement.

**e. Personnel**

All personnel necessary for the effective performance of the Energy Audit shall be employed by Company and its designated subcontractors, shall be qualified to perform the services required under this Agreement, and shall in all respects be subject to the rules and regulations of Company governing staff members and employees. Neither Company, its designated subcontractors, nor its personnel shall be considered to be agents or employees of The Library.

**f. Compliance with Applicable Law**

In performance of its obligations pursuant to this Agreement, Company shall comply with all applicable provisions of federal, City and local law. All limits or standards set forth in this Agreement to be observed in the performance required under this Agreement are minimum requirements, and shall not affect the application of more restrictive federal, City or local standards applied to the performance of the Agreement.

**g. Waivers**

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

**h. Assignment**

The Company may not assign this Agreement without the prior written consent of The Library.

**i. Federal Taxpayer Identification Number and Legal Status Disclosure**

Under penalty of perjury, the Company certifies that \_\_\_ is the Company's correct Federal Taxpayer Identification Number and that the Company is doing business as a Corporation.

**j. Governing Law**

This Agreement shall be governed by and construed only in accordance with the laws of the State of Wisconsin.

**k. Agreement**

The following documents are incorporated in, and made a part of, this Agreement:

Attachment C – ESCO Cost Proposal and Project Cash Flow Analysis

Attachment E - Facility's Recommended ECMs (Optional)

***Note: Library should include all required policy provisions which may include the following:***

Attachment I - Drug Free Workplace Provisions

Attachment II - Equal Employment Opportunity Clause

Attachment III - Certification of Capacity to Contract

Attachment IV- Americans with Disabilities Act

Attachment V- Certifications

**l. Project Management**

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

For Library:

For Company:

**ARTICLE 11: EXECUTION**

**IN WITNESS WHEREOF**, the parties have executed this Agreement this day of \_\_\_\_, 20\_\_.

LIBRARY

COMPANY

BY:

BY:

TITLE:

TITLE:

**ARTICLE 12: APPROVAL**

This Agreement shall not be executed until all necessary Library approvals are obtained.

**IN WITNESS WHEREOF**, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

**AGENT**

**COMPANY**

SWORN TO AND SUBSCRIBED BEFORE ME THIS  
THIS

SWORN TO AND SUBSCRIBED BEFORE ME

\_ DAY OF , 20 .

DAY OF , 20 .

Notary Public

Notary Public

APPROVED AS TO FORM:

**LIBRARY**

Director

SWORN TO AND SUBSCRIBED BEFORE

ME THIS \_\_DAY OF, 20 .

Notary Public

APPROVED AS TO FORM:

## **Attachment 2-F:**

### **Local Business Enterprise Provisions**

#### **City of Milwaukee**

#### **Milwaukee Public Library**

#### **Local Business Enterprise Provisions**

##### **I. General:**

- A. In accordance with Chapter 365 of the Milwaukee Code of Ordinances, the application of a Local Business Enterprise (LBE) program is required in all contracting activities of the Milwaukee Public Library, unless contrary to federal, state or local law or regulation. To this end, the Library Director, as a contracting officer of The Library, will apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%. An additional number of points, equal to 5% of the maximum number of points used in the evaluation of Request for Proposals (RFPs), shall be applied to increase the total score attained by a local business enterprise.
- B. Bidders seeking the Local Business Enterprise preference shall prepare and submit with the bid an accurate affidavit certifying their LBE status. Failure to do so may result in an LBE forfeiting their rights to be considered for the program.
- C. Sanctions – If any document submitted to The Library by a contractor under this chapter for the purpose of participating in any city contract contains false, misleading or fraudulent information, the Library Director may direct the imposition of any of the following sanctions on the offending contractor:
  - 1. Withholding of payment.
  - 2. Termination, suspension or cancellation of the contract in whole or in part.
  - 3. Denial to participate in any further contracts awarded by The Library.
- D. Penalty – Any person, business or corporation knowingly engaging in fraud, misrepresentation or in any attempt, direct or indirect, to evade the provisions of this

chapter by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than \$2,000 nor more than \$5,000 together with the costs of prosecution.

II. Protest and Appeal Procedure.

- A. Prior to Bid Opening - Protests regarding form and content of bid documents must be received by the Library Director not less than five days prior to the scheduled bid opening time. A protest shall be in writing and state the reason for it. The protest will be reviewed and if modification is necessary, the bid opening day will be extended and addenda sent to each bidder. The decision of the Library Director is final.
  
- B. The Milwaukee Public Library reserves the right to waive any of these specifications when it is in the best interest of The Library and in accordance with the procedures set forth in Chapter 365 of the Milwaukee Code of Ordinances.

II. Definitions:

- A. Local Business Enterprise means a business which satisfies all of the following criteria:
  - 1. Owns or leases property within the geographical boundaries of Milwaukee Public Library. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
  
  - 2. A residential address may qualify, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of Milwaukee Public Library.
  
  - 3. Has leased property and at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of Milwaukee Public Library.
  
  - 4. Has been doing business in Milwaukee Public Library for at least one (1) year.
  
  - 5. Is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.

6. Will perform at least 10% of the monetary value of the work required under the contract.

IV. Local Business Enterprise Requirement:

- A. The Milwaukee Public Library shall, unless contrary to federal, state or local law or regulation, apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.
- B. If the bids of two or more Local Business Enterprises do not exceed the lowest bid by more than 5%, the contract shall be awarded to the Local Business Enterprise that submitted a bid that exceeded the lowest bid by the smallest amount.
- C. If a bid submitted by a non-Local Business Enterprise and a bid submitted by a Local Business Enterprise are identical, the contract shall be awarded to the Local Business Enterprise, even if the bids are only identical due to the 5% award standard provided for in this chapter.
- D. If two bids submitted by two Local Business Enterprises are identical, the winner will be determined in accordance with the process for tie-breakers as established by the Library Director.
- E. If the difference between the low bidder's amount and the lowest Local Business Enterprise amount is within 5% of the low bidder and exceeds \$25,000, then the provisions in section III-A shall not apply.
- F. Paragraph III-A shall only be applied to the "base bid".





**MILWAUKEE PUBLIC LIBRARY**

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM**

**AFFIDAVIT OF COMPLIANCE**

**IMPORTANT: This form must be submitted with your bid to be considered for LBE status.**

Bid/RFP No.: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

This affidavit of compliance will be the contractor's sworn statement that the business meets the following criteria:

- The business owns or leases property within the geographical boundaries of Milwaukee Public Library. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
- A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of Milwaukee Public Library.
- Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of Milwaukee Public Library.
- The business has owned or leased real property within the geographical boundaries of Milwaukee Public Library *and* the business has been doing business in Milwaukee Public Library for at least one (1) year.

- The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
- The business will perform at least 10% of the monetary value of the work required under the contract.

**NOTE:** If you are the primary owner of more than one business location and the other business location(s) is not located within the geographical boundaries of Milwaukee Public Library, the business you are seeking to qualify as a Local Business Enterprise must serve as the primary functionally operational entity that is capable of providing the required services, commodities, or supplies for the purposes of this Bid/RFP. If you own more than one business, please list the name of the business (es) and their addresses on the “Business Property Location” form.

**SITE VISITS:** Please note the contractor agrees to allow The Library to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of The Library’s bidding process.

I hereby declare compliance with Milwaukee Public Library Code of Ordinances Chapter 365.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARIZATION**

Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_ in the year

\_\_\_\_\_, at \_\_\_\_\_ County, \_\_\_\_\_ State.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

(SEAL)

PRINT NAME: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:**

**Milwaukee Public Library  
814 W. Wisconsin Avenue  
Milwaukee, Wisconsin 53233  
OR FAX TO 414-286-2798**



MILWAUKEE PUBLIC LIBRARY

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM  
BUSINESS PROPERTY LOCATION FORM

**Important Note:** This form must be submitted with your bid to be considered for LBE status.

Bid / RFP # \_\_\_\_\_

**Property Location 1**

Name:	
Address:	
City, State, Zip	

**Property Location 2**

Name:	
Address:	
City, State, Zip	

**Property Location 3**

Name:	
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Address:	
City, State, Zip	

**Property Location 4**

Name:	
Address:	
City, State, Zip	

**PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:**

814 W. WISCONSIN AVENUE  
MILWAUKEE, WISCONSIN 53233  
OR FAX TO 414-286-2798

## Attachment 3-G:

### Small Business Enterprise (SBE) Provisions

**CITY OF MILWAUKEE - MILWAUKEE PUBLIC LIBRARY**  
**SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS**

I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances Small Business Enterprise (SBE) participation is required in all contracting activities of Milwaukee Public Library. In an effort to meet these requirements, the Board of Trustees of the Milwaukee Public Library acting through the Library Director, as contracting officer for The Library, designates the level of participation of SBE bidders are required to achieve the minimum SBE participation stated in the Official Notice to Bid.
- B. For the purpose of this Request for Proposals, submittals that include SBE participation are eligible to receive additional points in the review process.

II. Definitions

- A. *"SMALL BUSINESS ENTERPRISE" (SBE)* means a small business concern that is 51% owned, operated and controlled by one or more individuals who are small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks, and earnings commensurate with the percentage of ownership.
- B. *"OWNED/OPERATED AND CONTROLLED"* means a business which is one of the following:
  - 1. A sole proprietorship legitimately owned and operated and controlled by an individual as defined in Chapter 370 of the Milwaukee Code of Ordinances.

2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are small owners who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise.
3. A corporation legitimately owned, operated and controlled by one or more small owners who are at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation.

III. SBE notification is an element of bid responsiveness.

- A. Only SBEs that have been certified by the Office of Small Business Development may be listed on the SBE Compliance Plan and counted towards the percentage requirements on this project. A listing of the current CITY certified SBE firms is maintained at:

Department of Administration

Office of Small Business Development

City Hall, Room 606

200 East Wells Street

Milwaukee, Wisconsin 53202

- B. If the contractor/vendor has a problem in meeting the SBE requirements or if any other problems relative to SBE(s) arise during or before completion of the contract, the contractor/vendor shall immediately contact the Milwaukee Public Library.
  - F. Certification programs other than The Library's Office of Small Business Development are not accepted by Milwaukee Public Library nor do they have any bearing on the eligibility criteria established by The Library.
- IV. The Milwaukee Public Library reserves the right to waive any of these specifications when it is in the best interest of The Library and in accordance with the procedures set forth in Chapter 370 of the Milwaukee Code of Ordinances.





# **APPENDIX 3: CONSULTING SERVICES STANDARD TERMS AND CONDITIONS**

CITY OF MILWAUKEE

BOARD OF TRUSTEES

MILWAUKEE PUBLIC LIBRARY

REQUEST FOR PROPOSAL  
CONSULTING SERVICES  
STANDARD TERMS AND CONDITIONS

February 25, 2017

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Amended May 12, 2006  
January 19, 2010  
May 21, 2010  
March 14, 2012  
November 14, 2013  
February 26, 2014  
February 1, 2017

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**STANDARD TERMS AND CONDITIONS  
REQUEST FOR PROPOSAL - CONSULTING SERVICES  
Milwaukee Public Library**

**PART 1 – GENERAL INSTRUCTIONS TO RESPOND TO RFP**

1.1 Contracting Officer

The contracting officer shall be the Secretary (Library Director) of the Board of Trustees, Milwaukee Public Library, hereinafter referred to as the “Library Director” and “Board” respectively, representing Milwaukee Public Library, a municipal corporation, hereinafter referred to as the “City.”

1.2 Interpretations

All questions about the meaning or intent of the Request for Proposal (RFP), terms and conditions, or contract documents shall be submitted to the Library Director, or designee, in writing as indicated in the Official Notice. Replies shall be issued by Addenda; faxed, mailed or delivered, to all parties recorded by the Library Director as having received the RFP. Questions received after the date identified in the Official Notice will not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

1.3 Response Date and Location

The response to the RFP, in its entirety, must be received in the Business Office of the Milwaukee Public Library no later than 3:00 p.m. on the date specified in the Official Notice. All proposals and accompanying documentation will become the property of the Milwaukee Public Library and will not be returned. Late proposals will not be accepted.

Responders assume the risk of the method of dispatch chosen. The Library assumes no responsibility for delays caused by any delivery service or facsimile equipment. Postmarking by the due date will not substitute for actual proposal receipt.

1.4 Submission

1.4.1 Schedule of Fees and Expenses

- Where applicable, all fees and hourly rates must be stated in words and numerals; in case of a conflict, words shall take precedence.
- If applicable, the hourly billing rates for Proposing Consultant’s employees with respect to the services performed under the contract shall be set forth in the proposal in a Schedule of Fees and Expenses.
- All proposed expenses shall also be set forth in the proposal in the proposal in the Schedule of Fees and Expenses. Consultant shall not be paid for any expenses which are not listed on the Schedule of Fees and Expenses.
- The Schedule of Fees and Expenses must include Proposing Consultant’s total proposed fee for the entire project from planning and design through project

management and close out. Fees must include any sub-consultants and all aspects of project.

- The Schedule of Fees and Expenses must describe services that are included in the total fee and what is considered additional.

#### 1.4.2 Consultant Signatures

- Proposals submitted by an individual shall be signed by the consultant or by an authorized agent.
- Proposals submitted by a corporation shall be executed in the corporate name by the president or vice president (or other authorized corporate officer accompanied by evidence of authority to sign). The corporate address and state of incorporation shall be shown below the signature.
- Proposals by partnerships shall be executed in the partnership name and signed by a partner; the partner's title must appear under the signature, and the official address of the partnership must be shown below the signature.
- Proposals signed by an attorney-in-fact for individuals, firms, partnerships, or joint-ventures shall have attached thereto a power of attorney evidencing authority to sign the bid.

#### 1.4.3 Length and Number of Copies of Proposal to be Submitted

- Consultants shall submit three copies of written proposal, which must include the forms provided in the RFP.
- The proposal shall be limited to 10 single sided pages, including graphics. A letter of introduction, section dividers, resumes and LBE forms are not included in this limit.

#### 1.4.4 Acknowledgment of Addenda

- The proposal shall contain an acknowledgement of receipt of all Addenda, if any, the numbers of which shall be filled in on the proposal form.

#### 1.4.4 Text

- All proposals shall be typed or completed in ink and all names shall be typed or printed below the signature.

#### 1.4.4 Content

- **Scope of Services.** Proposing Consultants must propose to execute all phases of the work identified in the Scope of Services in a single proposal. The requirements for this proposal are stated in the RFP and/or Scope of Services. Any proposal which does not respond to the items requested shall be considered non-responsive and may not be considered for award. Failure on the part of the responder to comply with all of the instructions and terms of these Standard Terms and Conditions may result in proposal rejection by the Library Director.

#### 1.4.5 Small Business Enterprise and Local Business Enterprise

- **Small Business Enterprise.** In accordance with Chapter 370 of the Milwaukee Code of Ordinances Small Business Enterprise (SBE) participation is required in all contracting activities of the Milwaukee Public Library. The ordinance requires that certified SBEs be utilized for a % of the total dollars annually expended through commodity, service contracts and construction contracts. For construction and goods and services contract the requirement is 25%. For the purchase of professional services the requirement is 18%. In an effort to meet these requirements, the Board of Trustees of the Milwaukee Public Library acting through the Library Director, as contracting officer for The Library, designates the level of participation of SBE bidders are required to achieve the minimum SBE participation stated in the Official Notice. Proposals must include a completed copy of RFP Attachments 4b “SBE Compliance Plan” and 4c “SBE Affidavit”.
- **Local Business Enterprise.** In accordance with Chapter 365 of the Milwaukee Code of Ordinances, the application of a Local Business Enterprise (LBE) program is required in all contracting activities, unless contrary to federal, state or local law or regulation. To this end, the Milwaukee Public Library will apply an award standard that adds an additional number of points, equal to 5% or the maximum number of points used in the evaluation of the Request for Proposal (RFP), to increase the total score attained by a local business enterprise; however, If the LBE is also certified as a Small Business Enterprise (SBE) with Milwaukee Public Library’s Office of Small Business Development, an additional number of points equal to 10% of the maximum number of points used in the evaluation of the RFP shall be applied to the total score attained by the LBE. Responders seeking the Local Business Enterprise and Small Business Enterprise preference shall prepare and submit with the bid an accurate affidavit certifying their LBE and/or SBE status. Failure to do so may result in an LBE forfeiting their rights to be considered for the program.

#### 1.5 Modification of Proposals

After a Proposal has been filed with the Library Director, and before the due date and time for the proposals, the consultant may file an amendment fully identified with the original proposal submitted with proposal number and/or service.

#### 1.6 Opening of Proposals

Proposals will not be opened publicly unless specified in the Official Notice. Proposals will be made available for review only after a contract has been executed.

#### 1.7 Responses to Remain Open

After proposals are opened, proposals will be deemed open and subject to acceptance until awarding of the RFP is finalized or a minimum of forty-five (45) days after the scheduled time of opening.

1.8 Acceptance or Rejection of Proposals

An award will be made to the Proposing Consultant whose proposal best meets the needs of the Milwaukee Public Library based on the evaluation criteria set forth in the Request for Proposal. If the actual cost of a contract exceeds \$30,000, the Board of Trustees of the Milwaukee Public Library shall have the final award authority. Milwaukee Public Library reserves the right to accept or reject all or part of any proposal and accept such proposal deemed to be in the best interests of the Library; reject any or all proposals; request clarification regarding any proposal; make a partial award; or not make any award.

The successful Proposing Consultant will be expected to enter into an agreement on the form prepared by The Library, which is substantially the same as the Request for Proposal and all attachments thereto. In no event is responder to submit its own standard terms and conditions as a response to this RFP. Should a responder submit its own terms and conditions in its response to the RFP despite this Section XI's direction not to do so, the responder's terms and conditions shall not be incorporated into the contract.

1.9 Subcontracting

The Library Director may request any responder, within seven days after the day of the proposal opening, to submit a list of all subcontractors proposed for the project. If the Library Director, after due investigation, has reasonable objection to any proposed subcontractor, the Library Director may, before making final award, request the highest ranked responder to submit an acceptable substitution. After investigation and if requested, substitution of proposed subcontractors, the Library Director shall sign the list of proposed subcontractors indicating her/his written approval of such subcontractors, in satisfaction of section 2.12 herein. If the Library Director does not request or sign such list a prior to an award being made, the Consultant may not subcontract with any subcontractors except pursuant to section 2.12 herein.

**PART 2 - GENERAL CONDITIONS**

2.1 Expenses

2.1.1 Expenses

Consultant shall be entitled to be reimbursed for certain reasonable expenses necessarily incurred in connection with the provision of services under this contract, as set forth in the Schedule of Fees and Expenses provided in Consultant's Proposal. Such expenses shall be provided at no more than 1.1 times the actual cost incurred, including reproduction, plotting, photography, and delivery services. Telecommunications are included in overhead.

2.2 Personnel and Staffing

All personnel provided by the consulting firm to perform services under this contract shall be identified in the "Schedule of Fees and Expenses" and/or proposal. The proposal shall include a

description of the type of work to be performed by each individual identified. The proposal shall also identify the Project Manager for the services to be provided under this contract.

If the consultant's personnel or sub-consultants change for this project, the Library Director must review and approve the replacement personnel, in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original personnel.

### 2.3 Non-Discrimination and Equal Employment

**The Consultant agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to discriminate for the same reasons in regard to tenure, terms, or conditions of employment; not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with or perceived affiliation with any of these protected categories; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.**

The Consultant shall include or cause to be included in each subcontract covering any of the services to be performed under this Contract a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

The Consultant agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, *et seq.*

### 2.4 Insurance Requirements

The Consultant shall be solely responsible to meet the Consultant's insurance needs as required by The Library, including public and professional liability and property damage, during the term of this Contract and any extension thereof. A Certificate of Insurance shall be provided to The Library as evidence thereof naming The Library and Board as additional insured for public liability and property damage, and providing for a thirty (30) day notice to the Board prior to termination or cancellation of the policy. The Library reserves the right to require review and approval of the actual policy of insurance before it executes this Contract. The minimum limits



of insurance required by The Library under this Contract are set forth in Attachment 3: Insurance Requirements, which is attached to the RFP.

2.5 Permits, Licenses and Regulations

The Consultant shall procure any and all necessary permits and licenses required to perform the work specified, pay all charges and fees, and furnish proof of such licensing authorization and permits prior to commencement of work.

2.6 Taxes, Social Security, and Government Reporting

Personal income tax payments, social security contributions, and all other governmental reporting and contributions required as a consequence of the Consultant receiving payment under this Contract shall be the sole responsibility of the Consultant.

2.7 Revision of Plans

The Library Director may deem it advisable or necessary from time to time to change the scope of work. Such changes, including any increase or decrease in the expense of the work, shall be incorporated in written amendments to the Contract. The method of determining the basis of payment or credit arising from such changes shall be by the hourly billing rate named in the Proposal or by a Lump Sum Price submitted by the Consultant and accepted by the Library Director. Contract can only be modified by written amendment issued by the Library Director and signed by both parties. The Consultant shall submit change order requests in a timely manner. The Library shall not pay for any work done outside of/in addition to the scope of the contract unless both parties have consented to such additional work through written and fully executed change order. Consultant shall not begin any work outside of/in addition to the scope of the contract without first obtaining a fully executed change order. It shall be Contractor's duty to obtain the written and fully executed change order.

2.8 Decisions of the Library Director.

All work to be performed must be in accordance with the contract documents and subject to the supervision, approval and acceptance of the Library Director. The Library Director shall decide all questions which shall arise as to the quality and acceptability of materials furnished, work performed, manner of performance, extensions of time, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, disputes, and mutual rights between Consultants under the Specifications. All questions as to the meaning of the contract documents and all questions as to the interpretation of any orders or directives which may have been issued in connection with the work shall be decided by the Library Director whose decision shall be considered final and conclusive between the parties hereto and binding upon them.

2.9 Conflict of Interest

The Consultant covenants that no officer, employee or agent of The Library who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. The Consultant further covenants that no member of the governing body of the locality and no other public official of such locality who exercises any functions or

responsibilities in the review or approval of the carrying out of this Contract shall have any personal interest, direct or indirect, in this Contract.

The Consultant covenants that s/he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of her/his services hereunder and that no person having any conflicting interest shall be employed.

2.10 Subcontracting

None of the services to be performed under the contract shall be subcontracted without the prior written approval of the Library Director. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of the contract. The successful responder shall be as fully responsible to The Library for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for acts and omissions of persons directly employed by it.

All subcontractors are required to provide the same levels of insurance as those required of the successful responder, which are set forth in Attachment 3 to the RFP.

**PART 3 - LEGAL RELATIONS**

3.1 Laws and Regulations.

The Consultant agrees to abide by all federal, state and local laws, regulations, and ordinances, and all provisions of this Contract. Without limiting the foregoing in any way, Consultant's designs and plans shall conform to the Americans With Disabilities Act, as amended.

3.2 Jurisdiction and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this Contract must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and the Consultant consents to the jurisdiction of such courts.

3.3 Assignment and Subletting.

The Consultant shall not subsequently assign this contract or any interest therein, nor subcontract the work or any part thereof, without written consent of the Library Director having first been obtained. Provided however that claims for money due or to become due the Consultant from The Library, under this Contract, may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the Library Director.

3.4 Patents and Trade Secrets.

The Consultant shall hold and save the Board and City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any violation or infringement on any patent, copyright, trademark, trade secret or other proprietary right of any third party in the performance of the contract, including its use by The Library, unless otherwise specifically stipulated in the contract documents.

### 3.5 Indemnification and Defense of Suits

Notwithstanding any references to the contrary in the contract documents, the Consultant assumes full liability for all of its acts in the performance of this contract. In case any action in court or proceeding before an administrative agency is brought against the Board, The Library or any of its officers, agents, or employees for the failure or neglect of the Consultant in whole or in part to perform any of the covenants, acts, matters, or things by this Contract undertaken, or for injury or damage caused by the alleged carelessness or negligence of the Consultant, its officers, agents or employees, the Consultant shall defend, indemnify and keep harmless the Board, The Library and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The Library shall tender the defense of any claim or action at law or in equity to the Consultant or Consultant's insurer, and upon such tender it shall be the duty of the Consultant and Consultant's insurer to defend such claim or action without cost or expense to The Library or its officers, agents, or employees. Nothing in this article shall be construed to impose liability on the Consultant for the negligence of The Library, or of its officers, agents, or employees in the performance of this Contract.

### 3.6 Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Library Director shall have the right to terminate this Contract by giving written notice to the Consultant of such termination, specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, graphics, logos, marketing pieces, reports or other work accomplished by Consultant under this Contract for which compensation has been made or may be agreed to be made shall, at the option of the Library Director become its property.

Notwithstanding the above, the Consultant shall not be relieved of liability to The Library for damages sustained by The Library by virtue of any breach of the Contract by the Consultant, and The Library may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to The Library from the Consultant is determined.

### 3.7 Termination for Convenience

The Library may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing to the Consultant. If the Contract is terminated by the Board as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the work actually and satisfactorily performed bears to the total work of the Consultant covered by this Contract, less payments of compensation previously made. The value of the services rendered and delivered by the Consultant will be determined by the Library Director.

### 3.8 Ownership of Documents

The Consultant agrees that the Board shall own all graphics, plans, manuals, reports, and other documents prepared hereunder for the Board by Consultant, including all intellectual property rights herein, and that all elements of work prepared by the Consultant for the Board pursuant to this Contract shall be works for hire. To the extent such works are not deemed works for

hire; Consultant hereby assigns and transfers to the Board all of its intellectual property rights, including copyright, in and to such works.

The Consultant reserves the right to use materials for project records, promotion, and marketing purposes. Pre-existing work of the Consultant shall remain the property of the Consultant. This includes processes, source code, and proprietary information. The Consultant shall maintain the copyright and shall be able to reuse pre-existing work in future work.

### 3.9 Public Records, Proprietary Material and Document Retention

3.9.1 Public Records. Both parties understand that The Library is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. Sec. 19.21, *et seq.* The Consultant acknowledges that it is obligated to assist The Library and Board in retaining and producing records that are subject to the Wisconsin Public Records Law, including all records in its possession generated pursuant to the contract, and that the failure to do so shall constitute a material breach of this Contract, and that the Consultant must defend and hold The Library and Board harmless from liability under that law.

3.9.2 Proprietary Material. All proposals (and all materials included with or in the proposal) are subject to disclosure pursuant to Wisconsin's Public Records Law, as described in more detail in section 3.9.1. Any information contained in the proposal that is proprietary must be clearly designated in RFP Attachment 6 – "Confidential and Proprietary Information Designation Form." Marking the entire proposal as proprietary will be neither accepted nor honored. Designating material as confidential or proprietary does not in any way guarantee that the Library will or may refuse to disclose such information.

3.9.3 Document Retention. Except as otherwise authorized, records shall be maintained for a period of seven (7) years after receipt of the final payment under this Contract.

### 3.10 Liens and Taxes

Any and all taxes and license or permit fees imposed by the Federal, State and local municipalities are the sole responsibility of the Consultant. The Consultant warrants that the Consultant has good title to all materials and supplies used in the work, free from all liens, claims or encumbrances. The Consultant further covenants and agrees to promptly pay all claims for labor performed and materials furnished, used, or consumed in the performance of this contract.

### 3.11 Progress Payments and Payment Monitoring Requirements.

3.11.1 Progress Payments. The Consultant may submit periodic progress payment requests based upon the percentage of work completed. Each payment request must be itemized to include labor costs and the Consultant's direct expenses, including subcontractor costs. In addition each payment request shall show hours worked by the Consultant's staff, the amount of work completed as a percentage of the work to be performed, and shall be computed on the rates as itemized in the Consultant's proposal. Said payment requests are subject to review and approval by the Library Director or designated representative prior to eligibility for payment.

3.11.2 Payment Monitoring Requirements. All Consultants awarded a contract valued at \$25,000.00 or more are required to participate in training on Milwaukee Public Library's contract compliance software. Consultant must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Consultant is required to regularly provide timely payment information in The Library's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.

### 3.12 Final Payment

Upon completion of the work by the Consultant pursuant to the terms of this contract and after the acceptance of the work by the Library Director, The Library shall pay the Consultant, subject to any retainer or guarantee provisions in the contract documents, any balance then remaining due and payable by the terms of this Contract.

**The acceptance by the Consultant of the "Final Payment" provided for in the contract shall operate as, and shall be, a release to The Library and its representatives from all claims by the Consultant for anything done or furnished for or relating to the work or for any act or neglect of The Library or of any person relating to or affecting the work.**

### 3.13 **Prompt Payment Policy**

Prompt Payment - In accordance with Common Council Resolution No. 101137 regarding The Library's contractor and subcontractor payment policy, is modified as follows: It is The Library's policy to pay all invoices within 30 days. If The Library does not make payment 45 days after receipt of properly completed supporting payment and other required contract documentation, The Library shall pay simple interest beginning with the 31<sup>st</sup> calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45<sup>th</sup> day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract)..

If there are subcontractors, consistent with s. 66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from Milwaukee Public Library, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8<sup>th</sup> calendar day

3.14 Definitions

The word “Consultant” or “Contractor” means a person or entity, whether public or private, that enters into a contract with The Library and/or the Board of Trustees of the Milwaukee Public Library; i.e. the successful proposer.

“Proposing Consultant” shall mean any and all of the proposers.

“Professional Services Contract” is defined as any contract in which the majority of workers engaged in the performance of the contract perform work which: is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor; requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.

3.15 Waiver

The failure or delay of either party to enforce any of its rights under this Contract shall not constitute a waiver of such rights, any other rights, or any future rights arising hereunder.

3.16 Severability

The provisions of this Contract are severable. If any provision or part of this Contract or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the Contract and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

3.17 Audits and Inspections

At any time during normal business hours and as often as The Library, or if federal or state grants or aids are involved, as the appropriate state or federal agency may deem necessary, there shall be made available to The Library or such agency for examination all of its records with respect to the matters covered by this Contract and the Vendor shall permit The Library or such agency and/or their representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

3.18 Federal Executive Orders 12549 and 12689 Debarment and Suspension

The Library reserves the right to cancel the contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

3.19 Performance. The Consultant is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in the contract. The Consultant is required to furnish all services and labor necessary as indicated in the contract, including without limitation, materials, equipment, supplies, and incidentals.

3.20 Standards of Performance. The Consultant agrees that the performance of the services, pursuant to the terms, conditions and agreements of the contract, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances providing like services. The Consultant agrees to abide by all federal, state and local laws, regulations, and ordinances, and all provisions of this contract.

3.21 Independent Consultant. In performing its obligations under this contract, the Consultant shall act as an independent consultant solely for its own account and not as an agent, representative, or employee of Milwaukee Public Library, Milwaukee Public Library, or the Board.