



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
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engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

DATE: December 3, 2015

TO: CONSULTANTS SUBMITTING PROPOSALS FOR
COMMISSIONING AND ENERGY MODELING
SERVICES

FROM: ROBERT F. PHILLIPS, CITY ENGINEER

SUBJECT: MMB-CCB RENOVATION – COMMISSIONING SERVICES

The City of Madison Engineering Division is requesting consultant proposals for Commissioning and Energy Modeling Services. The intent for the Request for Proposal is to allow consultants the opportunity to enter into a contract with the City of Madison for the required services as detailed in the Request for Proposals (RFP).

Please refer to the RFP for pertinent information and dates. The following items are included with the RFP and considered part of it:

- Sample Contract
- City of Madison Terms and Conditions
- Request for Proposal: Commissioning (Cx) and Energy Modeling Services for Madison Municipal Building (MMB) Renovation Project
- Madison Municipal Building Schematic Design Drawings
- Schematic Design Energy Modeling Report Municipal Building City of Madison
- Madison Municipal Building Schematic Design Narrative

The RFP may be obtained at any of the following online locations:

State of Wisconsin, VendorNet System – www.vendornet.state.wi.us
City of Madison Public Works – www.cityofmadison.com/business/pw/requestforproposals.cfm
Demandstar by Onvia:- www.demandstar.com

Interested Contractors shall submit 1 copy of their Proposals in electronic format to the Office of the City Engineer by 2 p.m. CDT, Friday, December 11, 2015. Submit proposal to:

Bryan Cooper
City of Madison, Engineering Division
210 Martin Luther King Jr Blvd., Room 115
Madison, WI 53703

Please carefully review the RFP and follow all instructions. The successful Contractor must be agreeable to the City Of Madison standard contract language in the Sample Contract. Questions regarding this

December 4, 2015

Page 2

project may be directed by Monday, December 7, 2015 to the project manager, Bryan Cooper, bcooper@cityofmadison.com, or call 608-261-5533.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Phillips". The signature is stylized with large, rounded letters and a cursive flourish at the end.

Robert F. Phillips, P.E., City Engineer

Cc: Mike Dailey
Jeanne Hoffman
Bryan Cooper



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

***Your contract MUST include the following information,
or it will not be signed by the City.***

- Check one box at top of Page 1 for the type of business entity.
- Sections 3 & 4 will be completed by the City and should be complete before you sign.
- Put a name in Sec. 7.A. – person responsible for administering the contract.
- Affirmative Action:** Check the appropriate box in Sec. 13.B., Article IV.
 - Contractors who have previously done \$25,000 in annual business with the City might already have a plan on file. Confirm this with your City contact person and **check A**.
 - If this is your first applicable Contract with the City, and/or you don't have a plan on file, and you are not exempt as noted in sec. 13.B., **check B**. You must file a plan within 30 days. The Model Affirmative Action Plan is here: www.cityofmadison.com/dcr/documents/AAP-VS.doc
 - If you are exempt because you have fewer than 15 employees, **check C**, and complete the Request for Exemption form available here: www.cityofmadison.com/dcr/aaFormsVS.cfm
 - If you have 15 or more employees but you will be paid less than \$25,000 by the City, in total annual business for the calendar year, (including this contract) **check D**.

Affirmative Action Questions? Contact Dept. of Civil Rights, Contract Compliance: (608) 266-4910.

- Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- Print, sign and return three (3) complete, signed hard copies to the address for the City in Sec. 15 (Notices) unless otherwise instructed. (Under some circumstances, the City will accept a signed, scanned PDF of the entire contract. Please ask if you want to use this method.)
 - Make sure all exhibits/attachments are labeled and attached after the signature page, unless otherwise instructed.
 - Double-sided is OK, but all attachments should begin on a new page.
 - City will sign last, and will send you one hard copy with original signatures unless otherwise agreed.
- Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

Insurance Instructions:

Certificate Holder: City of Madison
Attn: Risk Manager
210 Martin Luther King Jr. Blvd. Room 406
Madison, WI 53703

Proof of all insurance required in the contract must be shown. Use City's certificate at this link:
www.cityofmadison.com/finance/documents/CertInsurance.pdf

Insurance delivery options: (a) enclose hard copy of certificate with hard copies of contract mailed to the address in Section 15 of the contract, or (b) email certificate to City Risk Manager Eric Veum at: eveum@cityofmadison.com and cc: your City contact person on the email. Call Eric Veum at (608) 266-5965 with insurance questions.

Failure to complete these steps will result in contract not being signed.

CONTRACT FOR PURCHASE OF SERVICES
between the City of Madison and Full Contractor Name

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

(Attach and label documents as necessary.)

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation for services under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

A. **GENERAL**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**
Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.
30. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**
This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).
- For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.
- Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.
- Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.
- Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.
- Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.
31. **WEAPONS PROHIBITION.**
Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
32. **IT NETWORK CONNECTION POLICY.**
If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.
33. **AUTHORITY.**
Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
34. **COUNTERPARTS, ELECTRONIC DELIVERY.**
This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____
Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Kathryn L. Schwenn, CPA, Accountant 3
Designee of Finance Director

_____ Date

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.



CITY OF MADISON

(STC-Form: 05/28/2015)

1. **General.** Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
2. **Entire Agreement, Order of Precedence.** These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
4. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. **Pricing and Discount.**
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
8. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
9. **Award.**
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
10. **Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. **Tax Exemption.** The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.
20. **Affirmative Action.** If the Contractor employs 15 or more employees and has aggregate annual business with the City for the calendar year in which the contract takes effect of \$25,000 or more, the contractor will be required to file, within thirty (30) days of execution of the contract, a Model Affirmative Action Plan that is designed to insure that the contractor provides equal employment opportunity to all and takes affirmative action in its utilization of job applicants and employees who are women, minorities or persons with disabilities. [Madison General Ordinances, Sec. 39.02(9)]. The Model Affirmative Action Plan, Request for Exemption form, Workforce Utilization Statistics Report, and instructions are available at: www.cityofmadison.com/dcr/aaForms.cfm or by contacting the City of Madison Department of Civil Rights (DCR) at (608) 266-4910. If the contractor employs 15 or more employees but does not have annual aggregate business with the city of \$25,000 or more, contractor must submit certain workforce utilization statistics on a form provided by DCR, and for at least twelve (12) months after the effective date of this purchase, Contractor must notify the DCR of all job openings in Dane County open to applicants not already employees of the Contractor. The notice must include job description, classification, qualifications, application procedures, and deadlines. The Contractor agrees to interview and consider candidates referred by DCR if the candidate meets minimum qualification standards established by Contractor, and the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice. Further, the Contractor shall allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.
21. **Non-Discrimination.** In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
22. **Living Wage.** (Applicable to Service Contracts Exceeding \$5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website: www.cityofmadison.com/finance/wage.
23. **Prevailing Wage.** (Applicable to single-trade projects of \$48,000 or more & multiple-trade projects of \$100,000 or more.) When required by Wis. 66.0903, the Contractor warrants that prevailing wages will be paid to all trades and occupations, as may be applicable under Wisconsin Statutes sec. 66.0903. Wage scale is on file with the City Engineer and linked at www.cityofmadison.com/finance/purchasing (See "Prevailing Wage Rates.").
24. **Indemnification.** **The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.**
25. **Insurance.**
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

- f. **Proof of Insurance, Approval.** The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

26. **Work Site Damages.** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

27. **Compliance.**

- a. **Regulations.** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- b. **Licensing and Permits.** The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.

28. **Warranty of Materials and Workmanship.**

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

29. **Replacement of Defective Work or Materials.** Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

30. **Reservation of the Right to Inspect Work.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

31. **Sweatfree Procurement of Items of Apparel.** If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Madison General Ordinances, Sec. 4.25 "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See MGO 4.25(2) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

The sanctions for violating Sec. 4.25 under an existing contract are as follows:

- a. Withholding of payments under an existing contract.
- b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
- (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be

based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.

- f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.

32. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.

To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: www.cityofmadison.com/business/localPurchasing.

33. Equal Benefits Requirement. (Sec. 39.07, MGO)

This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

34. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).

35. Software & Technology Purchases.

a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on a End User License Agreement (EULA) or any other click-through terms and conditions. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.



REQUEST FOR PROPOSAL

**Commissioning (Cx) and Energy Modeling Services for
Madison Municipal Building (MMB) Renovation Project**

TABLE OF CONTENTS

I.	RFP SUMMARY	2
II.	INTRODUCTION.....	3
III.	COMMISSIONING + ENERGY MODELING SCOPE	4
IV.	PROJECT REQUIREMENTS and REFERENCE DOCUMENTS	10
V.	INFORMATION REQUIREMENTS	11
VI.	INSTRUCTIONS TO PROPOSERS & SELECTION PROCESS.....	12
VII.	GENERAL CONDITIONS OF RFP	13
VIII.	INTENDED DESIGN/CONSTRUCTION SCHEDULE.....	15
IX.	COST PROPOSAL.....	16
X.	SIGNATURE AFFIDAVIT.....	17

I. RFP SUMMARY

RFP TITLE	RFP: MMB-CCB Renovation - Commissioning Services
DEADLINE FOR SUBMISSIONS	2:00 P.M. CDT, Friday, December 11, 2015. Late, faxed, hard copy, or unsigned submissions may be rejected.
SUBMIT TO:	Bryan Cooper bcooper@cityofmadison.com Dept. of Public Works, City-County Bldg. Rm. 115, 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin 53703-3342
LABELING	All qualification submissions must be clearly labeled and mailed as a digital file(s). The digital file shall be an electronic proposal in a PDF format and may be submitted via email. The title of the submittal shall include the RFP TITLE included above.
POINT OF CONTACT:	Bryan Cooper, bcooper@cityofmadison.com
REFERENCE DOCUMENTS AVAILABLE AT	State of Wisconsin VendorNet System - http://vendornet.state.wi.us/vendornet/default.asp Demandstar by Onvia http://demandstar.com/ City Dept of Public Works Website http://www.cityofmadison.com/business/PW/
QUESTIONS AND REVISIONS TO RFP	<ol style="list-style-type: none"> 1. Submit questions to the POINT OF CONTACT no later than 5:00 P.M. CDT, Tuesday, December 8, 2014. 2. Only written answers will be binding upon the city. 3. In the event that it is necessary to provide additional clarification or revision to the RFP, the city will post addenda to its bid distribution website. It is the proposer’s responsibility to regularly monitor the websites for any such postings.

II. INTRODUCTION

A/E Design Team Scope of Work Summary (included here to provide context)

The MMB - located at 215 Martin Luther King Jr. Blvd., Madison, Wisconsin - was originally a federally-owned building completed in 1929 as The United States Post Office and Federal Courthouse. In 1979, under Mayor Paul Soglin, the City of Madison purchased the MMB and the majority use subsequently became City offices. Over the life of the building there have been several "upgrades," but currently the building is in need of historic renovation, restoration, and remodel efforts to reestablish the MMB as a healthy, productive, and pleasant environment - both inside and out - for all visitors and City staff.

Building on the MMB condition report completed by City Staff and Isthmus Architects in 2013; the programming/conceptual design effort substantially completed by City Staff and Meyer, Scherer, and Rockcastle, Ltd. in 2014; and the MMB 3-option construction cost study completed by City Staff, Meyer, Scherer, and Rockcastle, Ltd., and an estimating team in 2015; the scope of this architect purchase of service contract is to complete a comprehensive rehabilitation of the Madison Municipal Building (MMB) through the design development, construction document, bidding, construction document, and construction administration phases as specified in this document.

The A/E shall develop and prepare complete architectural, engineering, and design services for remodeling, renovation, restoration, and tenant improvement of the historic landmark MMB. The total construction budget for this project including all contingencies is \$22,750,000. Services to include, but not be limited to, comprehensive A/E team leadership and integration of all A/E design/consultant disciplines; historic preservation, enclosure design; structural engineering; tenant improvement and workplace interior design; HVAC, plumbing, and fire protection engineering, electrical engineering, telecommunications and IT design, lighting design, civil engineering, landscape design, furnishing layout/design, comprehensive (not code minimum) interior and exterior signage design, audio-visual coordination, acoustic control consulting, security consulting, and LEED process management. This list is a minimum list of services for MMB. The A/E is responsible for reviewing all documents – and the remainder of this attachment - to determine all services required to ensure a successful comprehensive design process, a complete set of construction documents, and thorough construction administration effort. See the remainder of this attachment for additional information.

Existing City functions to be included in a rehabilitated MMB include the entire Department of Planning & Community & Economic Development (including Office of the Director, Building Inspection Division, Community Development Division, Economic Development Division, Housing Operations Division, and Planning Division); entire Traffic Engineering Division & Parking Operations; the Human Resources Department (including the section currently housed in the City-County Building); meeting/community rooms; and circulation and building operation support spaces.

During the course of the schematic design phase it was determined the US Post Office will not return to MMB, but the Madison Credit Union (MCU) will return to the MMB in a space approximately 350 SF in size. The enclosure and systems support for these non-city tenant spaces shall be by the architect of this contract. Tenant improvement of the MCU designated space shall be by the tenant.

A proposed parking and hotel development is under consideration to be constructed on the portion of the block behind MMB (i.e. the "east" side of Block 88). The existing MMB upper and lower loading dock annex at the rear of MMB will be demolished to make room for the proposed development and the architect for this contract is responsible for documenting the demolition and designing any addition, enclosure, and related items related to the removal of the existing MMB loading dock annex. The MMB project will require design coordination with the adjacent development, but the development team will have its own architect/engineer team and will be responsible for any design related to the subject development including any adjustments to the MMB to support any proposed structure.

III. COMMISSIONING + ENERGY MODELING SCOPE

The Commissioning Agent shall build on past commissioning and energy modeling efforts completed at MMB. The initial scope of work for this contract shall be the design development phase (schematic design is complete), construction phase; and operational and warranty phase.

Building Information

- Building Size: ~73,000 SF
- Building Levels: Three-stories above grade. One-story below grade.
- Landmark Status: Listed as a historic landmark locally, with the state, and nationally.
- Systems considerations: Project will include consideration of envelope, mechanical, electrical, and plumbing systems. Current intent is to remove and replace all existing mechanical, electrical, and plumbing systems. The mechanical system anticipated to include a new physical plant in support of a VAV system at levels basement, 1, 2, and 3. Lighting strategies shall include LED lighting, day lighting, and lighting controls. Roof insulation, wall insulation, and window upgrades to be considered at the envelope. Supplemental renewable energy systems shall include solar hot water and solar PV.

COMMISSIONING SCOPE

TEAM - The commissioning effort must be lead by a professional engineer and LEED accredited professional with more than ten years of commissioning experience with a variety of building types. Special importance shall be given to this project for experience in adaptive reuse of an existing building, particularly historic landmark building(s).

SYSTEMS TO BE COMMISSIONED –

- The Heating, Ventilation and Air Conditioning (HVAC) system
- Building Automation System (BAS) consisting of direct digital control for the HVAC systems
- Lighting and Daylighting controls
- The Domestic Hot Water (DHW) systems
- Renewable Energy Systems
- The Building Envelope

COMMISSIONING TASKS – DESIGN PHASE

Commissioning Plan (LEED fundamental Cx)

- Detail the commissioning tasks and the schedule of tasks in the commissioning plan.
- Develop communication plan; develop/provide samples of all forms, procedures, and checklists.

Review Owner's Project Requirements (LEED fundamental Cx)

- Review Owner's Project Requirements (OPR) (LEED) developed by the Owner and Architect/Engineer teams for completeness and quality. Identify if any pertinent information is missing or more details are needed.

Review Basis of Design (LEED fundamental Cx)

- Review the Basis of Design (BOD) developed by the Owner and Architect/Engineer teams for completeness and accuracy. Documents to include, but not be limited to, calculations, systems analyzed, codes and standards followed, etc. Identify if any pertinent information is missing or more details are needed.
- Attend design meetings and provide an active role in informing the design process. Anticipate four in-person design development and four in-person construction document meetings requiring approximately two (2) hours for each meeting. Additional phone meetings, emails correspondence, and other assistance will be required during these phases.

Design Review (LEED fundamental Cx)

- At completion of design development (DDs) and at 50% construction documents (CDs) the Cx agent shall focus on verifying the OPR will be met. Design and construction documents shall also be reviewed for constructability, operability, and maintainability. Cx agent shall assist Owner and Architect/Engineer to make sure all Cx related design issues are resolved prior to final construction documents.
- Cx shall bring – to the Owner and Architect/Engineer team – any choices, conclusions, or design details that deviate from the OPR .
- Attend design meetings and provide an active role in informing the design process. Anticipate four in-person design development and four in-person construction document meetings requiring approximately two (2) hours for each meeting. Additional phone meetings, emails correspondence, and other assistance will be required during these phases.

Commissioning Requirements (LEED fundamental and enhanced Cx)

- Cx shall provide specifications – for inclusion in the bidding documents - clearly stating the commissioning requirements and detailing contractor expectations. The specifications shall include activities the contractor needs to participate in and documentation procedures required throughout the construction period. Sample forms and procedures shall be provided to show the contractor visuals of what he will need to complete during the construction and acceptance phase.
- Cx will review the Operations and Maintenance (O&M) Plan documentation requirements to be specified in the construction documents. Cx will emphasize deliverables required for the Commissioning Plan are incorporated into the specifications.
- Cx will include commissioning requirements into the mechanical and control specifications; and provide commissioning criteria for ongoing commissioning requirements, including the training phase and beyond.

COMMISSIONING TASKS – CONSTRUCTION PHASE

Preconstruction (LEED fundamental Cx)

- Cx agent shall participate in the pre-construction meeting and provide an overview of the commissioning process during construction and operational phase. Presentation shall focus on motivating the contractors for the commissioning process as well as giving them an opportunity to provide feedback on how this process can be modified to fit best with their internal procedures.

Checklist Database (LEED fundamental Cx)

- Checklist database will be established for components included in the commissioned systems. The checklists will focus on providing the contractor guidance about critical requirements during installation to clearly establish the expectations of their installations. The Cx agent will design these checklists to comprehensively cover the critical installation issues, but not include unnecessary “paperwork” for contractors.

Construction Verification (LEED fundamental Cx)

- Cx agent shall attend construction commissioning meetings in conjunction with on-site review as appropriate to this project schedule.
- During the construction review, the Cx will focus on verifying the commissioning process is being followed by statistical sampling and that the construction checklists are completed/submitted as required. The Cx will verify the record drawings are on site and are being updated with any deviations in installation compared to the construction drawings. The Cx will evaluate of the construction progress is meeting the established OPR.
- The Cx will verify the commissioning process is proceeding as intended during the construction phase and will review the site visit reports and commissioning meeting minutes.

Review Submittals (LEED fundamental Cx)

- The Cx will review the submittals concurrently with the Owner, Architect, and Engineers. Any observed deviations from the OPR/construction documents will be noted and submitted to the Owner and A/E to be evaluated and submitted with their comments back to the contractor via the City of Madison’s Sharepoint submittal workflow process.
- The Cx shall review/evaluate the A/E submittal review process by spot checking A/E submittals responses to confirm any deviations from the design documents are properly addressed.

System Performance (LEED fundamental Cx)

- Systems performance tests will be completed as soon as all submittals for the systems manual have been received. The systems performance tests will focus on the installed systems capability to meet the OPR/construction documents. The Cx will document the procedures required for these tests and submit these test procedures for the contractors review. The contractors are responsible for ensuring that all systems can meet the specified requirements and for demonstrating that the systems are able to perform all procedures successfully. The Cx will witness a representative number of system performance tests to verify that systems work as intended.

Training Verification (LEED enhanced Cx)

- The training agenda format will be submitted to the contractor to schedule the required training sessions. The Cx shall review the training agenda and attend key training sessions (this may be aligned with other site visits). Each training session will be evaluated after completion of any training. Any deviations from the expected competence level of the O&M staff will be discussed with the Owner & Contractors, and the remaining training agenda will be revised to accommodate any lacking knowledge.
- The Owner's intention is to include the O&M staff as early as possible during construction to confirm maintenance and operational preference and tailor the installation/training to these preferences.

Review O&M Manual (LEED enhanced Cx)

- The Cx will review the O&M manual to verify that the content meets the requirements of the construction documents. The Cx shall notify the Owner and A/E when information is missing or not presented as required by the construction documents.

Current Facilities Requirements and Operations and Maintenance Plan (LEED enhanced Cx)

- Based on the O&M material supplied by the contractors and the design documents the Cx will create the Current Facilities Requirements and Operations and Maintenance Plan in paper format. The manual will focus on operations and preventative maintenance rather than the technical details of the equipment, and in particular the interactions between equipment. The systems manual will include the following for each commissioned system:
 - Sequence of Operations for the building.
 - The building occupancy schedule.
 - Equipment run time schedules.
 - Setpoints for all HVAC equipment.
 - Set lighting levels throughout the building.
 - Minimum outside air requirements.
 - Any changes in the schedules or setpoints for different seasons, days of week, and times of day.
 - A preventive maintenance plan for the building equipment described in the systems narrative.
 - A commissioning program that includes periodic commissioning requirements, ongoing commissioning tasks, and continuous tasks for critical facilities.

COMMISSIONING TASKS – OPERATIONAL AND WARRANTY PHASE

Commissioning Report (LEED fundamental Cx)

- The commissioning report will summarize the result of commissioning activities for the project. This commissioning report will be the commissioning plan with all the results of the commissioning activities. The initial commissioning report will be submitted approximately two weeks after substantial completion and the final report approximately one year after substantial completion.

Operation and Warranty Review (LEED enhanced Cx)

- Two operation and warranty reviews will be completed approximately six and ten months after completion. The reviews will focus on the experiences of the O&M staff with the building

operation and evaluate the systems performance and operation relative to the OPR/construction documents. Any deviations from the original operational intent or component failures will be noted and addressed with the owner's representative. A report will be issued to the Owner with suggested actions to take.

Ongoing Commissioning Plan

- The Cx will prepare a detailed ongoing commissioning plan in accordance with the requirements outlined under LEED v3/2009. This will include establishing a baseline for energy and water consumption, determining measurement criteria, formulating a post-installation inspection and quality assurance plan to ensure accurate and frequent auditing of the building energy and water consumption over time.

The ongoing commissioning plan will address the following:

- Roles and responsibilities
 - Measurement requirements (meters, points, metering systems, data access)
 - The points to be tracked, with frequency and duration for tracking
 - The limits of acceptable values for tracked points and metered values (where appropriate, predictive algorithms will be used to compare ideal values with actual values).
 - The elements used to evaluate performance, including conflicts between systems, out-of-sequence operation of systems components, and energy and water usage profiles.
 - An action plan for identifying and correcting operational errors and deficiencies
 - Training to prevent errors
 - Planning for repairs needed to maintain performance
 - The frequency of analysis in the first year of occupancy (quarterly)
- The first iteration of the ongoing commissioning plan will be assembled when the project design is approximately 70% complete and will be updated as the project progresses. These updates will be distributed to all the project team members.

Ongoing Commissioning Review

- Cx will determine the utility savings under actual operating conditions. Cx will review the operation of the data collection systems at 3, 6, 9, and 12 months after completion. Cx will then verify the on-going performance of energy conservation measures and green building strategies. The results of the ongoing commissioning process will be included in the final Commissioning Report.

ENERGY MODEL SCOPE

TEAM - The energy modeling effort must be lead by a professional engineer and LEED accredited professional with more than five years of energy modeling experience with a variety of building types. Special importance shall be given to this project for experience in adaptive reuse of an existing building(s).

TASKS –

- All energy modeling must be completed utilizing Trane Trace 700.
- LEED submittal v3/2009 shall be used.
- Submission of Focus on Energy Design Assistance Program Submittal. Submission may occur at a later design phase, but proper planning in schematic design is required.
- Participate in Design Development planning and assists Owner and A/E design team to continue to develop performance targets established during the schematic-design phase. Energy model to be used to determine energy baselines, assist in setting energy goals, and make decisions about which strategies and systems to pursue. Update benchmarking of existing building shall be included.
- Design Development Phase Energy Models. Prepare a summary report of the strategies from SD phase of project documentation/templates/requirements.
- Construction Document Phase energy model. Assessment of final design at 90% CD (Energy savings and LEED points), including a summary report.
- Final summary report of the 100% Construction Document building performance using LEED documentation/templates/requirements
- Submittal to Focus on Energy Design Assistance Program documented with the online tool.
- LEED EAp2/EAc1/EAc2 documentation coordination with LEED Project Administrator.
- GBCI review comment support for LEED EAp2/EAc1/EAc2.
- Life cycle analysis at each phase including utility escalation, inflation, discount rates, maintenance, and replacement shall be included.

Owner Inclusions –

- Access to appropriate LEED templates at LEED online.
- Intent to submit design credits to GBCI no later than end of 2016
- Provide the first cost of energy efficiency measures incorporated into the design.
- Intent to complete GBCI review within 2-3 years after design submission upload.

IV. PROJECT REQUIREMENTS and REFERENCE DOCUMENTS

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

1. Project Requirements

- Contract for Purchase of Services between the City of Madison and Vendor.

2. Reference Documents

- MMB SD Model Report 11-18-2015
- MMB SD Final Drawings 11-23-2015
- MMB SD Narrative Final 11-23-2015

V. INFORMATION REQUIREMENTS

1. Signature Affidavit. See section IX.
2. Provide the following information:
 - a. Name of firm
 - b. Complete Address
 - c. Contact Person
 - d. Telephone Number
 - e. Email Address
3. Provide a General Statement of Qualifications that responds to the project background information.
4. Identification of the Enhanced Commissioning and Energy Modeling Team/Personnel
 - a. List the professional and support position and number of personnel in each position.
 - b. Provide education and licensing information for each proposed team member. Professional Engineer license number shall be included.
 - c. Provide an organizational chart, including resumes of all personnel who would be committed to this project. Include all professional engineers and other professional consultants outside your firm. Provide specific information as to their experience on building projects similar to this one. For the primary Commissioning and Energy Model engineers provide the name, phone number, and email address of three clients with whom the engineer has worked on a similar building project.
4. Related Building Projects.
 - a. Submit a maximum list of three (municipal building, historic renovation, adaptive reuse, or other similar) related projects including the following information.
 - 1) Name of project.
 - 2) Description of project – including exceptional aspects - and relationship to this project.
 - 3) Photos, diagrams, or related items
 - 4) Owner's total initial budget
 - 5) Initial Energy Goals
 - 6) Actual Energy Useage.
5. Engineering Service
 - a. Provide information on your current workload and how you would accommodate this project.
 - b. Describe in detail the process your team would follow to complete the work of this project. The initial contract will address the schematic design phase, but please address how your company addresses all phases of commissioning and energy modeling from schematic design through measurement and verification.
 - c. Describe your method for consensus building, including your role, the methodology employed, the outcome, and a contact person for a recent project where you employed this method.
 - d. Describe the types of challenges you have encountered on similar projects, and explain what you did to resolve the challenges and what you would do differently to avoid such issues on future projects.
7. Legal Concerns
 - a. Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by a municipal client or any of the same you have filed against a municipal client.
 - b. Explain the circumstances and outcome of any litigation, arbitration, or claims filed against your company by any client other than a municipal client or any of the same you have filed.
8. Request for Proposal Requirements
 - a. Include the cost qualifications in the format included in section "IX" of this RFP.

VI. INSTRUCTIONS TO PROPOSERS & SELECTION PROCESS

1. **General:** It is the responsibility of each proposer, before making a submission, to examine the RFP thoroughly, and to review background documents cited in the RFP. Clarifications about this RFP must be made in writing in accordance with the General Conditions.
2. **Response Format:** The response to the RFP shall be complete but succinct and comprehensive and shall address the Project Scope within the Information Requirements submittal. Qualifications must be organized with headings and subheadings in the order outlined in the Information Requirements section.
3. **Format Requirements of Submittals:** Qualifications must be packaged, sealed and clearly labeled. Submit one (1) electronic qualifications in PDF format stored on a common media (CD, DVD, or flash drive). Email is not an acceptable method of submission. A separate sealed envelope shall include the cost qualifications.
4. **Preliminary Evaluation:** Received qualifications will be reviewed for completeness and compliance with RFP guidelines. All incomplete RFPs submitted may be determined nonresponsive and removed from the evaluation process.
5. **Clarification of RFP:** During the evaluation of qualifications, the City reserves the right to contact any or all proposers to request additional information for purposes of clarification of RFP responses, reject qualifications which contain errors, or at its sole discretion, waive disqualifying errors or gain clarification of error or information.
6. **Consideration of RFP:** In making its selection under this RFP, the City will consider the submittals, interviews if applicable, general qualifications, prior history of performance, cost as well as the selection criteria set forth in this RFP.
7. **Process:** At any phase, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals; and waive any informalities, irregularities or omissions in submittals, all as deemed in the best interests of the City.
8. **Communication:** Proposers may not contact any City Staff at anytime during the evaluation process, except at the request of the City of Madison Point of Contact.
9. **Right to Reject:** The City reserves the right to reject any and all qualifications.
10. **Basis for Evaluation and Selection:** The City of Madison intends to select teams based on (1) RFP qualifications that are most responsive to the project requirements, (2) based on the commissioning and energy modeling team that contains the best combination of features and attributes that are relevant to the project and the City's needs. The City will determine the potential best overall selection by comparing differences in Cx team attributes, while striking the most advantageous balance for achieving the City's goals for the MMB. The submissions must provide convincing evidence that all Cx team members have sufficient understanding and experience with similar projects to be able to manage the project.
11. **Public Openings:** There will not be a public opening on the due date and time specified in this RFP.
12. **Bid Distribution Networks:** The City of Madison posts all announcements, addenda notices, and RFP documents on bid distribution networks. All proposers must access documents, information, amendments or supplements from these websites. It shall be the responsibility of the proposers to regularly monitor the bid distribution websites for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response may result in your qualifications being disqualified.

VII. GENERAL CONDITIONS OF RFP

- 1. Point of Contact for all Inquiries and Clarification of Specifications:** The Point of Contact identified in the RFP SUMMARY SECTION is the sole point of contact regarding the RFP from the date of release of the RFP until selection of the successful proposer(s).

Proposers are reminded to carefully examine the RFP upon receipt. All requests for clarification, interpretation or correction of any ambiguity, inconsistency, error, conflict, discrepancy, omission, or other deficiency in this RFP discovered must be submitted via email to the Point of Contact per the deadline in the Summary. All emails must be clearly labeled – in the subject line – with the RFP title.

The City will respond to questions in a timely manner. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will also be issued via addendum and posted on the websites indicated in the RFP summary. Bidders are encouraged to check the website regularly for such postings.
- 2. Restriction on Communications:** All communications relating to this RFP must be directed to the Point of Contact. Any contacts of other City staff will be referred to the Point of Contact in writing. During the solicitation process for this RFP, all official communication between the City and proposers will be made via notices on the bid distribution websites – as indicated in the RFP SUMMARY section - used by the City.
- 3. Oral Presentations:** Upon completion of the RFP selected proposers may be asked to provide additional information, attend interviews, make oral presentations, and/or inspect City locations as part of this RFP process. Such presentations, meetings, or site visits will be at the proposer’s expense.
- 4. Acceptance/Rejection:** The City reserves the right to accept or reject any or all RFP submissions, in whole or in part, and to waive any informalities or technicalities, which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this RFP. The City expressly reserves the right to reject any and all RFP submissions without indicating any reasons for such rejection(s). The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this RFP at any time without prior notice.
- 5. Incurring Costs:** This RFP does not commit the City to award a contract, pay any costs incurred in preparation of the submissions, or to procure or contract for services or equipment.
- 6. Proposer’s Responsibility:** Proposers shall examine this RFP and associated documents and shall exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work as a result of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the proposer to fulfill the requirements of this RFP.
- 7. Proposer Qualifications:** The City of Madison may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose, as the City may request. The City reserves the right to reject any qualification if the evidence submitted by, or investigated of, such proposer fails to satisfy the City that such proposer understands the full scope of work and is properly qualified to carry out the proposed project.
- 8. Withdrawal or Revisions to the RFP:** A proposer may, without prejudice, withdraw a submission prior to the date and time specified for receipt of submissions by requesting such withdrawal in writing before the due time and date for submission of qualifications. Telephone requests for withdrawal shall not be accepted. After the due date, no submission may be withdrawn by the proposer for a period of 90 days or as otherwise specified or provided by law. Any proposer may modify its submission by resubmitting at any time prior to due date for RFP submissions.

9. **Non-Material and Material Variances:** The City reserves the right to waive or permit cure of nonmaterial variances in the RFP submissions if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the scope. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the party from full compliance with RFP specifications if the proposer is selected. The determination of materiality is in the sole discretion of the City.
10. **Public Information:** All information submitted in the response to this RFP may be made available for public inspection according to public records laws of the State of Wisconsin or other applicable public record laws. Therefore, proposers are encouraged to refrain from submitting information that cannot be open for public inspection.
11. **Exceptions:** Proposer acknowledges that exceptions to any portion of this RFP may jeopardize acceptance of the submission. The proposer must clearly indicate the exceptions taken and include a full explanation. The City reserves the right to reject a qualification containing exceptions, additions, qualifications or conditions not called for in the RFP.
12. **Hold Harmless:** By participation in this RFP process, development teams agree to hold harmless the City of Madison, its officers, employees, and consultants from all claims, liabilities and costs related to all aspects of the development team selection process.

VIII. INTENDED DESIGN/CONSTRUCTION SCHEDULE

2014 Summer/Fall	Initial Pre-Design Commissioning and Energy Modeling Tasks (completed by Sustainable Engineering Group LLC)
2015 Fall	Complete Schematic Design (completed by Sustainable Engineering Group LLC)
2016 Spring	Complete Design Development
2016 Summer/Fall	Complete Construction Documents, Bidding Documents
2017 Summer	Commence Construction.
2018 Fall	Complete Construction, Occupancy.

IX. COST PROPOSAL

COMMISSIONING COST

TASK	FEE
Design Phase - Design Development	
Commissioning Plan	
Participate in design team meetings (assume 4)	
Review and comment on final design development deliverables	
Design Phase - Construction Documents	
Review and comment on 90% construction documents	
Cx Manual Requirements	
Commissioning Requirements	
Construction Phase	
Pre Construction Meeting	
Checklist Database	
Construction Verification	
Review Submittals	
System Performance Verification	
Training Verification	
Review O&M Manual	
Current Facilities Requirements and Operations and Maintenance Plan	
Building air leakage test	N/A
Operational and Warranty Phase	
Commissioning Report	
Operation and Warranty Review	
Ongoing Commissioning Plan	
Ongoing Commissioning Review	
GRAND TOTAL – Commissioning Cost.	

ENERGY MODEL COST

TASK	FEE
Design Development Modeling & Energy Reporting	
Construction Document Modeling and Reporting	
Final Energy Model for submission to GBCI and Focus on Energy	
LEED and Focus on Energy Reporting, coordination and follow up to review comments.	
GRAND TOTAL – Energy Model Cost.	

X. SIGNATURE AFFIDAVIT

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

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

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

Proposal Invalid Without Signature	
Signature of Proposer:	Date:
Name and Title of Proposer:	Company Name:
Telephone:	Address:
Email Address:	
Person to contact for proposal questions (if different from above)	
Name:	Title:
Telephone:	Email Address: