



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
Fax: (608) 264-9275
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: April 26, 2016

TO: CONTRACTORS SUBMITTING QUESTIONNAIRE FOR DESIGN
SERVICES - "COMPACT JAPANESE FLEECEFLOWER
ERADICATION"

FROM: ROBERT F. PHILLIPS, CITY ENGINEER

SUBJECT: Questionnaire for Design Services for "Compact Japanese Fleeceflower Eradication", (See Proposal Documents)

The City of Madison Engineering Division is requesting Contractor proposals as defined in this Questionnaire for Design Services. The intent for the Questionnaire for Design Services is to allow Contractors the opportunity to enter into a contract with the City of Madison for the required project as detailed in the Questionnaire for Design Services..

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

- Scope of Work
- Attachments : A
- Attachments : B

The Questionnaire for Design Services 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 three (3) copies of their Proposals to the City Engineering Operation Center by 2:00 PM on Thursday, May 5, 2016. Submit proposal to The Attention of:

Glenn Clark – Program Specialist I
1600 Emil Street
Madison, WI 53713

Please carefully review the Questionnaire for Design Services 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 project may be directed to the project manager Glenn Clark at 608 266-4751, 608-266-4092, or gclark@cityofmadison.com

Sincerely,

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

Cc: Mike Dailey
Cc: John Fahrney

CITY OF MADISON

REQUEST FOR BIDS



RFB #: 11370-A-0-2016-GWC

Title: **Compact Japanese Fleeceflower
Eradication**

City Agency: Engineering

Due Date: Thursday, May 5, 2016
2:00 PM CST

Table of Contents

| | | |
|------|---|-------------------------------------|
| 1 | NOTICE TO BIDDERS | 1 |
| 1.1 | Summary | 1 |
| 1.2 | Important Dates | 1 |
| 1.3 | Format | 1 |
| 1.4 | Labeling | 1 |
| 1.5 | Delivery of Bids..... | 1 |
| 1.6 | Appendix A: Standard Terms & Conditions | 1 |
| 1.7 | Appendix B: Sample Contract for Purchase of Services..... | 1 |
| 1.8 | Multiple Bids | 2 |
| 1.9 | City of Madison Contact Information..... | 2 |
| 1.10 | Inquiries, Clarifications, and Exceptions | 2 |
| 1.11 | Addenda | 2 |
| 1.12 | Bid Distribution Networks | 2 |
| 1.13 | Local Vendor Preference..... | 3 |
| 1.14 | Oral Presentations/Site Visits/Meetings..... | 3 |
| 1.15 | Acceptance/Rejection of Bids..... | 3 |
| 1.16 | Withdrawal or Revision of Bids..... | 3 |
| 1.17 | Non-Material and Material Variances | 3 |
| 1.18 | Public Records | 4 |
| 1.19 | Usage Reports..... | 4 |
| 1.20 | Partial Award | 4 |
| 1.21 | Tax Exempt | 4 |
| 1.22 | Cooperative Purchasing | 5 |
| 1.23 | Bidders Responsibility | 5 |
| 1.24 | Qualifications | 5 |
| 2 | CONTRACT TERMS AND CONDITIONS | 5 |
| 2.1 | Contract Period..... | 5 |
| 2.2 | Contract Manager..... | 5 |
| 2.3 | Contractor Contacts..... | 5 |
| 2.4 | Use of Subcontractor..... | 6 |
| 2.5 | Amendments to Contracts | 6 |
| 2.6 | Increase or Decrease of Services..... | 6 |
| 2.7 | Pricing | 6 |
| 2.8 | Contract Acceptance | 6 |
| 2.9 | Prosecution of the Work | 6 |
| 2.10 | Time of Completion | 6 |
| 2.11 | Notes | 6 |
| 3 | SCOPE OF WORK | Error! Bookmark not defined. |
| 3.1 | General..... | 7 |
| 3.2 | Maintenance of Traffic..... | 7 |
| 3.3 | Public Appearance and Demeanor..... | 7 |
| 3.4 | Inspection | 8 |
| 4. | BID ITEMS | |
| | Bid Item Compact Japanese Fleeceflower Herbicide Treatment..... | 9 |
| | Bid Item Median Maintenance Including Brush Removal..... | 9 |
| | Bid Item Purchase and Placement of Weed Barrier/Landscape Fabric..... | 9 |
| | Bid Item Purchase and Install 3" Hard Wood Mulch..... | 10 |

Form A: Signature Affidavit
Form B: Receipt of Forms and Submittal Checklist
Form C: Vendor Profile
Form D: Proposal
Form E: References
Attachment A: Worksite Plans
Attachment B: Quantities by Median Location
Appendix A: Standard Terms & Conditions
Appendix B: Contract for Purchase of Services

1 NOTICE TO BIDDERS

1.1 Summary

The City of Madison Engineering ("City") is soliciting Bids from qualified vendors for Compact Japanese Fleeceflower Eradication. Vendors submitting Bids ("Bidders") are required to read this Request for Bids ("RFB") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Bids no later than the due time and date indicated below. The City will reject late Bids:

Issue Date: Monday, April 18, 2016
Questions Due Date: Friday, April 29, 2016
Answers Posted Date: Monday, May 2, 2016
Due Date: Thursday May 5, 2:00 PM CST

1.3 Format

Complete and return Forms A through E to City of Madison Purchasing Services by Thursday April 7, 2016, 2:00 PM CST

1.4 Labeling

| | |
|-----------------------------------|---|
| All Bids must be clearly labeled: | Bidder's Name and Address RFB #: 11370-A-0-2016-GWC Title: Compact Japanese Fleeceflower Eradication Due: Thursday, May 5, 2016 2:00 PM CST |
|-----------------------------------|---|

All email correspondence must include RFB # 1-A-0-2016-GWC in the subject line.

1.5 Delivery of Bids

Delivery of hard copies to: City of Madison
Larry D. Nelson Operation Facility Engineering
1600 Emil Street
Madison, WI 53713

Delivery of electronic copy to: via email to aboutelle@cityofmadison.com
or on a commonly used media with the hard copies.

Bids must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFB/RFQ name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

1.6 Appendix A: Standard Terms & Conditions

Bidders are responsible for reviewing this attachment prior to submission of their Bids. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Bids.

1.7 Appendix B: Sample Contract for Purchase of Services

Bidders are responsible for reviewing this attachment prior to submission of their Bids. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFB. The terms of this template contract shall become contractual obligations following award of the RFB. By submitting a Bid, Bidders affirm their willingness to enter into a contract containing these terms.

1.8 Multiple Bids

Multiple Bids from Bidders are permitted; however, each must fully conform to the requirements for submission. Bidders must sequentially label (e.g., Bid #1, Bid #2) and separately package each Bid. Bidders may submit alternate pricing schemes without having to submit multiple Bids.

1.9 City of Madison Contact Information

| | |
|--|--|
| The City of Madison Engineering is the procuring agency: | Glenn Clark City of Madison Engineering PH: (608) 266-4092 gclark@cityofmadison.com |
|--|--|

| | |
|--|--|
| For questions regarding Affirmative Action Plans please contact: | Contract Compliance Department of Civil Rights City-County Bldg., Room 523 210 Martin Luther King, Jr. Blvd. Madison, WI 53703 PH: (608) 266-4910 dcrc@cityofmadison.com |
|--|--|

The City employs spam filtering that occasionally blocks legitimate emails, holding them in ‘quarantine’ for four calendar days. The contacts listed in this RFB will acknowledge all emails received. Bidders not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.10 Inquiries, Clarifications, and Exceptions

Bidders are to raise any questions they have about the RFB document without delay. Direct all questions, ***in writing***, to the procuring agency listed in Section 1.9.

Bidders finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda – see 1.11 below. Bidders are strongly encouraged to check for addenda regularly.

Bids should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Madison reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda to its Bids distribution websites – see 1.12 below. It is the Bidders responsibility to regularly monitor the websites for any such postings. Bidders must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.12 Bid Distribution Networks

The City of Madison posts all Request for Bids, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Bidders responsibility to regularly monitor the bid distribution network for any such postings. Bidders failure to retrieve such addenda and

incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Bidders.

| | |
|--------------------------------------|--|
| State of Wisconsin VendorNet System: | State of Wisconsin and local agencies bid network. Registration is free. http://vendornet.state.wi.us/vendornet |
| DemandStar by Onvia: | National bid network – Free subscription is available to access Bids from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP. |
| Bid Opportunities: | www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm |
| Home Page: | www.demandstar.com |
| City of Madison Engineering Website: | http://www.cityofmadison.com/business/pw/requestForProposals.cfm |

1.13 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: www.cityofmadison.com/business/localPurchasing.

1.14 Oral Presentations/Site Visits/Meetings

Bidders may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFB process. Such presentations, meetings or site visits will be at the Bidders expense.

1.15 Acceptance/Rejection of Bids

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 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 Bidder 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 rejection(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.

1.16 Withdrawal or Revision of Bids

Bidders may, without prejudice, withdraw Bids submitted prior to the date and time specified for receipt of Bids by requesting such withdrawal before the due time and date of the submission of Bids. After the due date of submission of Bids, no Bids may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Bidders may modify their Bids at any time prior to opening of Bids.

1.17 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.18 Public Records

Bidders are hereby notified that all information submitted in response to this RFB may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a “trade secret”—defined in State of Wisconsin Statutes—may be held confidential.

Bidders shall seal separately and clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Bidders prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Bids from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all Bids will be available for review in accordance with such laws.

1.19 Usage Reports

Annually, the successful Bidders shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.20 Partial Award

Unless otherwise noted, it will be assumed that Bidders will accept an order for all or part of the items/services priced.

1.21 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.22 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as "cooperative" or "piggyback" purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.23 Bidders Responsibility

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

1.24 Qualifications

All prospective bidders are required to be pre-qualified by City of Madison Engineering Division prior to bid due date. Failure to do so, will result in your bid being rejected. Forms can be found on the City of Madison website at <http://www.cityofmadison.com/business/pw/forms.cfm> or by contacting Johanna Johnson at (608) 264-9274 or jjohnson@cityofmadison.com

All contractors must be pre-qualified under Street, Utility, and Site Construction- Categories Section II, Item 245; Landscaping, Maintenance, and hold a current herbicide applicator's license (Certification for Commercial Applicator For Hire with the certification in the category of turf and landscape (3.0) and possess a current license issued by the DATCP).

2 CONTRACT TERMS AND CONDITIONS

2.1 Contract Period

1. The initial awarded contract(s) will cover the period beginning the date of issue of the purchase order through July 29, 2016. There will be no automatic renewals.
2. Vendor performance will be taken into consideration in the decision to continue into each of the optional periods or to terminate and re-bid this contract.

2.2 Contract Manager

The contract and performance of Contractor on the contract managed by:

Glenn Clark
City Engineering
608-266-4092

2.3 Contractor Contacts

1. Primary Contact. Contractor must designate a person(s) to be the primary contact for administrative as well as service issues that may include: Affirmative Action, Contract problems, contract renewal/termination, invoice information, ordering/expediting, etc.
2. Additional Contacts. In addition to the primary contact, the Contractor must provide names and corresponding phone numbers, pager numbers and/or email addresses of supervisors for alternate communication procedures. The Contractor's supervisors shall be reachable via an alpha numeric

paging system, cell or equivalent. Communication system must have a minimum of three pagers or cell phones.

2.4 Use of Subcontractor

Subcontracting shall not be permitted under the terms of this contract.

2.5 Amendments to Contracts

Any changes to the terms of the awarded contract may be made only through a written amendment signed by the authorized representatives of both parties.

2.6 Increase or Decrease of Services

The City of Madison may also amend this contract to include additional services not otherwise provided for in this request for proposal, and offered by Contractor, on an as-needed basis throughout the term of the contract. If added, contractor shall offer the same rates to those offered in this BID DOCUMENT.

The City of Madison may cancel or suspend, for a period of time services; if service becomes unnecessary due to construction in the area or for any reason. In such cases, costs shall be reduced proportionately to reflect the period of suspended or cancelled service.

2.7 Pricing

1. Prices will remain firm for the duration of the annual agreement. All other subsequent years bid prices shall also remain firm for the term of the given contract.
2. No surcharges of any kind shall be accepted by the City during any given term. No other price increases will be considered other than the specified price adjustments proposed under the original BID DOCUMENT.

2.8 Contract Acceptance

Upon completion of all contractual work, the City's Engineer designee will make an inspection of the work.

2.9 Prosecution of the Work

The Contractor shall begin work on this contract on or before **May 16, 2016**.

Work shall begin only after there is a mutually agreed upon start date between the contractor and the City, and if the Contractor desires to begin work before the above mentioned date, he/she shall establish a mutually acceptable date with the Engineer.

2.10 Time of Completion

The contracts shall be terminated on July 29, 2016, provided the projects have been satisfactorily completed, final inspections have been done, and no contract work is left outstanding.

2.11 Notes

The Contractor shall receive written notification via email or phone call when to begin work. This notification shall give the name, date and time of the preconstruction meeting, location of the work to be done, and the scope of the project work.

It shall be the Contractor's responsibility to contact the Engineer if the date and/or time of this meeting need to be rescheduled.

3 SCOPE OF WORK

3.1 General

The Contractor shall treat the invasive plant, Compact Japanese Fleeceflower (*Fallopia japonica compacta*) with a herbicide or combination of herbicides. After the initial herbicide application(s), all remaining plants stems shall be removed from all sites, at the contracted price. See "Attachment A and Attachment B" for all median locations, where Compact Japanese Fleeceflower (*Fallopia japonica compacta*) shall be removed.

This proposal is intended to be included as Section 3 of the Contract for Purchase of Services.

All references to the Standard Specifications are intended to reference the Standard Specifications for Public Works Construction 2015. The current version of the City of Madison Standard Specifications can be found here:

<http://www.cityofmadison.com/Business/PW/specs.cfm>

1. Contractor's Warranties of Services

The Contractor warrants that its services are performed, within the limits provided within this bid document; with the usual thoroughness and competence of a professional contractor, in accordance with the standard for professional services at the time those services are rendered.

The contractor shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The contractor shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

The Contractor shall be required to make a site visit prior to bidding, to verify the location and condition of each site.

3.2 Maintenance of Traffic

1. The contractor shall furnish traffic control devices as specified by the City Engineer, for the duration of this purchase order.
2. The contractor shall at all time conduct work in such a manner as to insure the least possible obstruction to local vehicular and pedestrian traffic.
3. The work shall be done in accordance with the current edition of the Federal Highway Administration, Part VI of the "Manual on Uniform Traffic Control Devices" (MUTCD), and the State of Wisconsin Supplementary and City of Madison Supplements.
4. The Contractor shall not work in the street during the hours of 7:00 A.M. to 8:30 A.M. or 4:00P.M. to 5:30 P.M.

3.3 Public Appearance and Demeanor

Personnel will at all times exhibit a friendly and courteous demeanor towards the public and staff. Personnel will be dressed appropriately while on site. A minimum of a T-shirt, reflective vest, and shorts will be required.

3.4 Inspection

The city's designee shall do a daily inspection of the work areas, during and after the work. This is to assess work to be done and to locate problems that may develop.

SPECIAL PROVISIONS

The Contractor shall complete their own evaluation of the sites and quantities required. The estimates provided in this contract are estimates for bidding and shall be the maximum amount for payments.

4 BID ITEMS

BID ITEM 90001 Herbicide Usage for Removal of Compact Japanese Fleeceflower (Fallopia japonica compacta)

Description:

The Contractor shall treat the invasive plant, Compact Japanese Fleeceflower (Fallopia japonica compacta) with herbicides or combination of herbicides. All median locations for herbicide application are specified within this bid document.

The broadleaf herbicide used to treat the Compact Japanese Fleeceflower (Fallopia japonica compacta) shall be approved by City of Madison Engineering division prior to application. Each application of herbicide shall be documented and submitted to Glenn Clark at gclark@cityofmadison.com within one (1) week. Prior to application, a meeting on site with the Contractor and the Engineering Project Manager is required. Failure to do so will result in no payment for that treatment.

Method of Measurement:

Compact Japanese Fleeceflower (Fallopia japonica compacta) treatment shall be measured by the Square Foot (SF).

Basis of Payment:

This Bid Item shall be paid for at the contract price which shall be full compensation for all work laid out in the description.

BID ITEM 90002 MEDIAN MAINTENANCE INCLUDING BRUSH REMOVAL AND MOBILIZATION

Description:

This Bid Item includes the removal of all remaining plant parts, after herbicide application(s), of Japanese Fleeceflower (Fallopia japonica compacta) in each median. See "Attachment A" for all median locations. All herbicide treatments shall be administered during the appropriate time of the year in 2016, only. All herbicide applications shall be documented, and submitted to the Project Manager within 1 week of application.

Care shall be taken not to damage existing plants in the median with overspray. Any damage done as a result of this work is the responsibility of the Contractor.

The contractor shall dispose of brush materials at the Dane County Sanitary Landfill.

**Address: Dane County Sanitary Landfill
7102 US-12, Madison, WI 53718**

Method of Measurement:

Median maintenance includes the removal of Compact Japanese Fleeceflower (Fallopia japonica compacta) stems, and mobilization to all work sites shall be measured by Square Foot (SF).

Basis of Payment:

This Bid Item shall be paid for at the contract price which shall be full compensation for all work laid out in the description.

BID ITEM 90003 PLACEMENT OF WEED BARRIER/LANDSCAPE FABRIC**Description:**

This Bid Item includes the purchase and placement of a Weed Barrier/Landscape Fabric in all specified medians, after herbicide application(s), and brush removal of Japanese Fleeceflower (Fallopia japonica

compacta. The product shall be 5 ounce Woven Landscape Fabric. See "Attachment A and Attachment B" for all median locations

Care shall be taken not to damage existing plants in the medians. Any damage done as a result of this work is the responsibility of the Contractor.

Method of Measurement:

Purchase and the placement of Weed Barrier/Landscape Fabric to all work sites shall be measured by Square Foot (SF).

Basis of Payment:

This Bid Item shall be paid for at the contract price which shall be full compensation for all work laid out in the description.

BID ITEM 90004 PURCHASE AND INSTALL 3" HARD WOOD MULCH**Description:**

This bid item includes the purchase and installation of hardwood mulch, all work, materials, equipment, and incidentals necessary to install wood mulch within all medians shown within "Attachment A". All work shall be performed per Section 209.5 of the City of Madison Standard Specifications

This work shall include all material, labor and equipment necessary to purchase and install wood mulch to a depth of three (3) inches.

Construction Methods

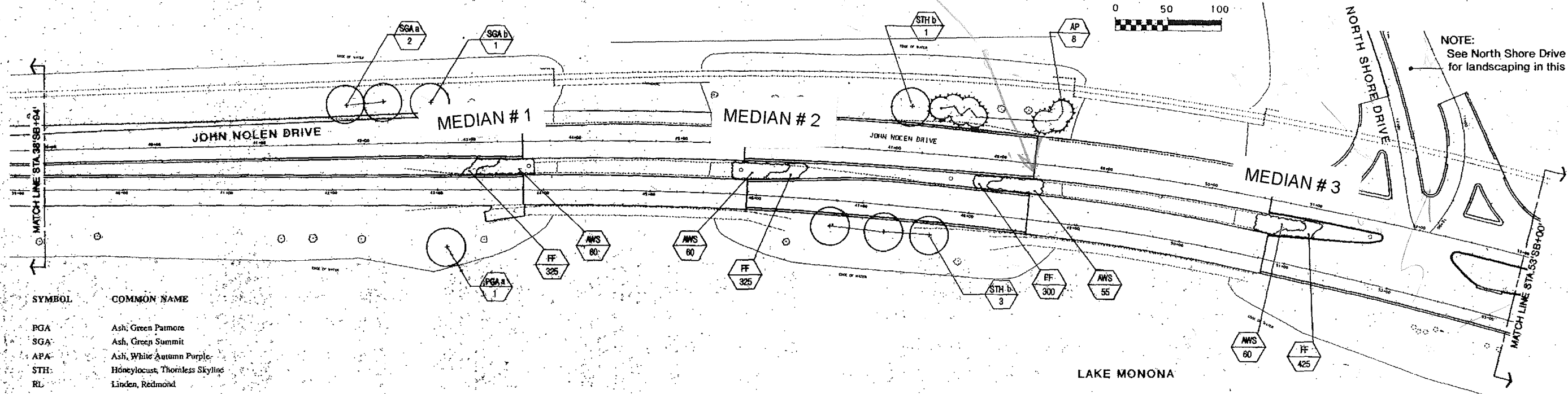
Designated area shall be entirely covered with a layer of new wood mulch which shall consist of shredded or ground hardwood bark and shall be free of objectionable foreign material

Method of Measurement

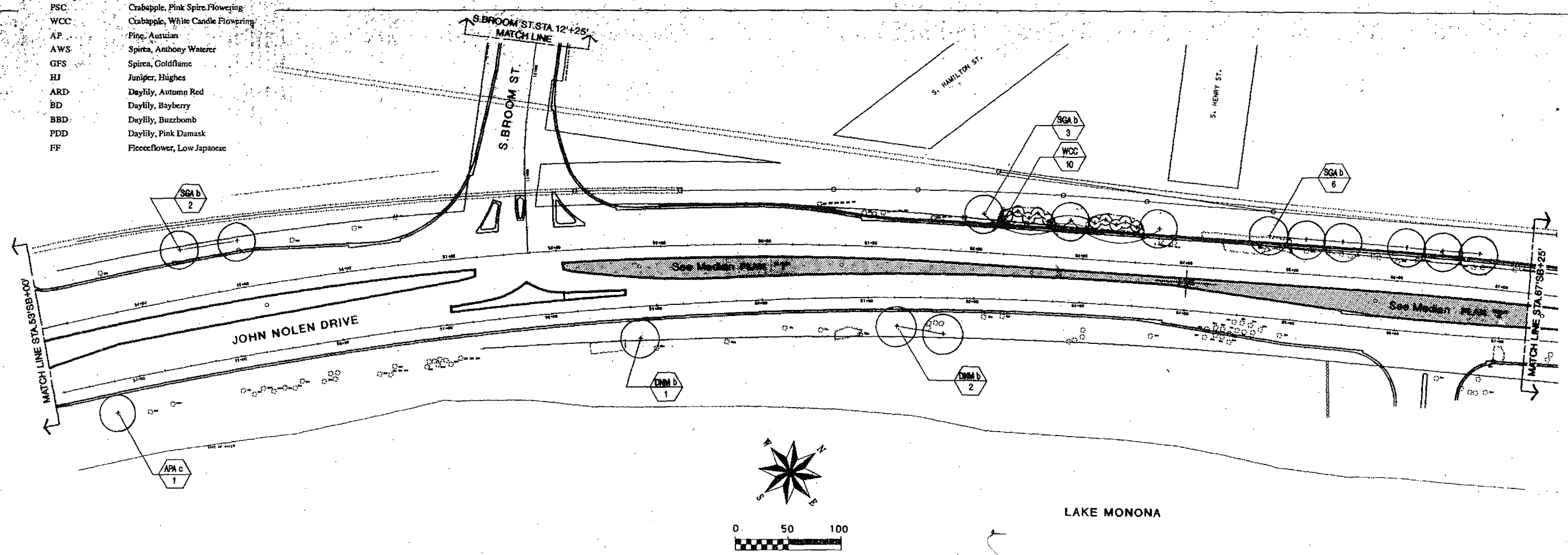
All wood mulch material shall be measured in Cubic Yard (CY).

Basis of Payment

Payment is full compensation for the removal of previous year mulch and the purchase and placement of new hard wood mulch to a depth of three (3) inches, over the entire designated planting area (See "Attachment A and Attachment B"); payment will be by unit price per cubic yards. Payment will include furnishing all wood mulch, placement of wood mulch, labor, tools, equipment and incidentals necessary to complete the contracted work.



| SYMBOL | COMMON NAME |
|--------|-----------------------------------|
| PGA | Ash, Green Palmore |
| SGA | Ash, Green Summit |
| APA | Ash, White Autumn Purple |
| STH | Honeylocust, Thornless Skyllad |
| RL | Linden, Redmond |
| DNM | Maple, Norway Deborah |
| PSC | Crabapple, Pink Spire, Flowering |
| WCC | Crabapple, White Candle Flowering |
| AP | Pine, Austrian |
| AWS | Spiraea, Anthony Waterer |
| GFS | Spiraea, Goldflame |
| HJ | Juniper, Hughes |
| ARD | Daylily, Autumn Red |
| BD | Daylily, Bayberry |
| BBD | Daylily, Buzzbomb |
| PDD | Daylily, Pink Damask |
| FF | Fleceflower, Low Japanese |



ATTACHMENT "A"

MEDIAN PLAN 1

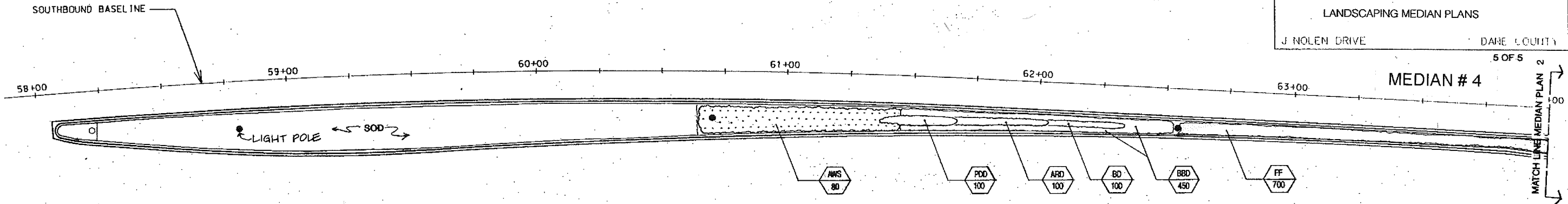
STATE PROJECT NUMBER
5992-03-61

SHEET NO.
2.56

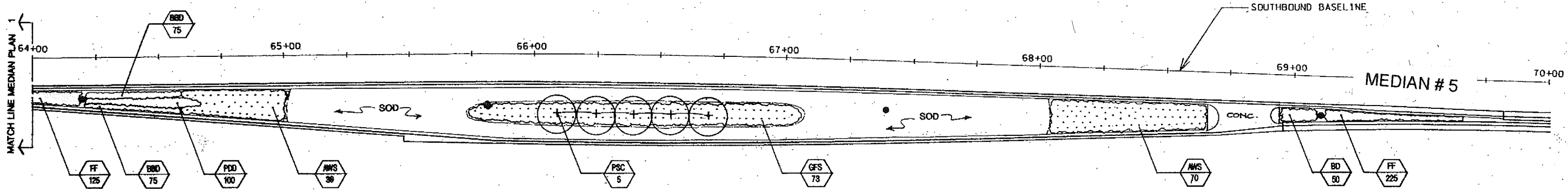
LANDSCAPING MEDIAN PLANS

J NOLEN DRIVE

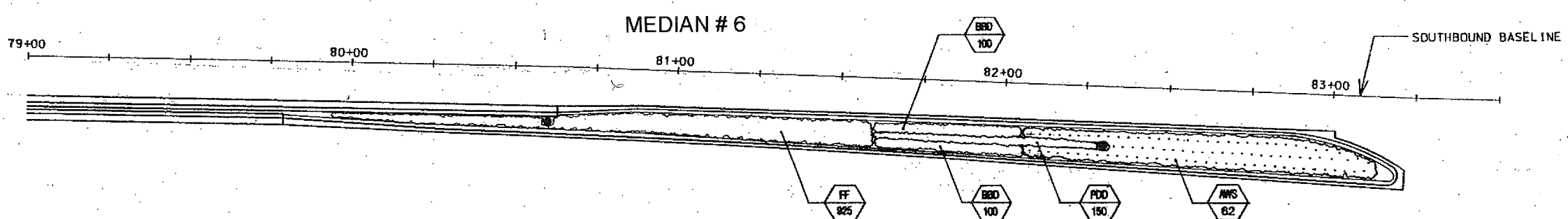
DANE COUNTY



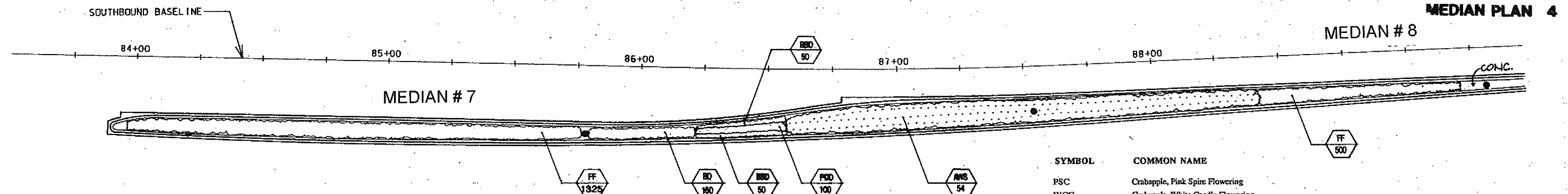
MEDIAN PLAN 2



MEDIAN PLAN 3



MEDIAN PLAN 4



| SYMBOL | COMMON NAME |
|--------|-----------------------------------|
| PSC | Crabapple, Pink Spire Flowering |
| WCC | Crabapple, White Candle Flowering |
| AP | Pine, Austrian |
| AWS | Spirea, Anthony Waterer |
| GFS | Spirea, Goldflame |
| HJ | Juniper, Hughes |
| ARD | Daylily, Autumn Red |
| BD | Daylily, Bayberry |
| BBD | Daylily, Buzzbomb |
| PDD | Daylily, Pink Damask |
| FF | Fleeceflower, Low Japanese |



LEVELS ON - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63



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/formsVS.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.

- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure, using language provided by the City.
 - (5) Comply with all other provisions of Sec. 39.08, MGO.
- c. Exemptions: This section does not apply when:
- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.
- To be exempt under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.

THIS PAGE IS INTENTIONALLY BLANK

SAMPLE

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 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 every (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 Contractor state that all qualified or qualified 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 the following paragraph 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 ordinances. 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 certifies 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 was awarded was 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)(g). 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 declare 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/EMPLOYING.**

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 tax payer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 400, 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 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, AMENDMENTS.
- (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 10, NOTICE.
- (2) The City may, upon 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 to 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. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS. (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)**

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring to a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring to a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

32. **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).

33. **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.

34. **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.

35. **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.

SAMPLE

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 F. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Maribeth Witzel-Behl, City Clerk

Date: _____

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Michael P. May, City Attorney

Date: _____

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.



Form A: Signature Affidavit

**RFP #: 11370-A-0-2016 GWC COMPACT JAPANESE
FLEECEFLOWER ERADICATION**

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take 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 Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

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

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

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

**RFP #: 11370-A-0-2016 GWC COMPACT JAPANESE
FLEECEFLOWER ERADICATION**

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

| Forms | Initial to Acknowledge SUBMITTAL | Initial to Acknowledge RECEIPT |
|--|--|--------------------------------------|
| Description of Services/Commodities | N/A | |
| Form A: Signature Affidavit | | |
| Form B: Receipt of Forms and Submittal Checklist | | |
| Form C: Vendor Profile | | |
| Form D: Fee Proposal | | |
| Form E: Exceptions (if applicable) | | |
| Appendix A: Standard Terms & Conditions | N/A | |
| Appendix B: Contract for Purchase of Services | N/A | |
| Addendum # | | |
| Addendum # | | |
| Addendum # | | |
| Addendum # | | |

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

**RFP #: 11370-A-0-2016 GWC COMPACT JAPANESE
FLEECEFLOWER ERADICATION**

This form must be returned with your response.

COMPANY INFORMATION

| | | | |
|--|--|--|-----------|
| COMPANY NAME (Make sure to use your complete, legal company name.) | | | |
| FEIN | | (If FEIN is not applicable, SSN collected upon award) | |
| CONTACT NAME (Able to answer questions about proposal.) | | TITLE | |
| TELEPHONE NUMBER | | FAX NUMBER | |
| EMAIL | | | |
| ADDRESS | | CITY | STATE ZIP |

AFFIRMATIVE ACTION CONTACT

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9) within thirty (30) days of award of contract.

| | | | |
|------------------|--|------------|-----------|
| CONTACT NAME | | TITLE | |
| TELEPHONE NUMBER | | FAX NUMBER | |
| EMAIL | | | |
| ADDRESS | | CITY | STATE ZIP |

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

| | | | |
|------------------|--|------------|-----------|
| CONTACT NAME | | TITLE | |
| TELEPHONE NUMBER | | FAX NUMBER | |
| EMAIL | | | |
| ADDRESS | | CITY | STATE ZIP |

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- ☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____ www.cityofmadison.com/business/localPurchasing
- ☐ **No**, we are not a local vendor or have not registered.

Form D: Proposal

**RFB #: 11370-A-0-2016 GWC COMPACT
JAPANESE FLEECEFLOWER ERADICATION**



This form must be returned with your response.

**Compact Japanese
Fleeceflower Eradication**

Project No. 40139

NAME OF BIDDER _____

| ITEM | TYPE OF WORK | ESTIMATED QUANTITIES | | UNIT PRICE BID | TOTAL BID |
|-------------|---|----------------------|----|----------------|-----------|
| 90001 | COMPACT JAPANESE FLEECEFLOWER HERBICIDE TREATMENT | 4542 | SF | | |
| 90002 | MEDIAN MAINTENANCE INCLUDING BRUSH REMOVAL | 4542 | SF | | |
| 90003 | PURCHASE AND PLACEMENT OF WEED BARRIER/LANDSCAPE FABRIC | 4542 | SF | | |
| 90004 | PURCHASE AND INSTALL 3" HARD WOOD MULCH | 72.00 | CY | | |
| GRAND TOTAL | | | | | |



Form E: References

**RFP #: 11370-A-0-2016 GWC COMPACT JAPANESE
FLEECEFLOWER ERADICATION**

This form must be returned with your response.

| REFERENCE #1 – CLIENT INFORMATION | | | |
|-----------------------------------|----------------|--------------|-----|
| COMPANY NAME | | CONTACT NAME | |
| ADDRESS | CITY | STATE | ZIP |
| TELEPHONE NUMBER | FAX NUMBER | | |
| EMAIL | | | |
| CONTRACT PERIOD | YEAR COMPLETED | TOTAL COST | |
| DESCRIPTION OF THE PERFORMED WORK | | | |

| REFERENCE #2 – CLIENT INFORMATION | | | |
|-----------------------------------|----------------|--------------|-----|
| COMPANY NAME | | CONTACT NAME | |
| ADDRESS | CITY | STATE | ZIP |
| TELEPHONE NUMBER | FAX NUMBER | | |
| EMAIL | | | |
| CONTRACT PERIOD | YEAR COMPLETED | TOTAL COST | |
| DESCRIPTION OF THE PERFORMED WORK | | | |

| REFERENCE #3 – CLIENT INFORMATION | | | |
|-----------------------------------|----------------|--------------|-----|
| COMPANY NAME | | CONTACT NAME | |
| ADDRESS | CITY | STATE | ZIP |
| TELEPHONE NUMBER | FAX NUMBER | | |
| EMAIL | | | |
| CONTRACT PERIOD | YEAR COMPLETED | TOTAL COST | |
| DESCRIPTION OF THE PERFORMED WORK | | | |

COMPANY NAME

ATTACHMENT B

Quantities By Median Location

| Median No. | CITY OF MADISON COMPACT JAPANESE FLEECEFLOWER JOHN NOLEN DRIVE LOCATIONS | LF | WIDTH | TOTAL MEDIAN SF | 3" HARD WOOD MULCH/ CY |
|------------|--|-----|-------|-----------------|------------------------|
| 1 | John Nolen Drive @ NDrive | 30 | 10 | 300 | 3 |
| 2 | John Nolen Drive @ North Shore Drive | 35 | 15 | 525 | 5 |
| 3 | John Nolen Drive @ North Shore Drive | 25 | 15 | 375 | 3 |
| 4 | John Nolen Drive@ Convention Center | 170 | 6.0 | 1020 | 9 |
| 5 | John Nolen Drive @ Convention Center | 55 | 4 | 193 | 2 |
| 6 | John Nolen Drive @ Convention Center | 162 | 5 | 810 | 8 |
| 7 | John Nolen Drive @ Convention Center | 175 | 6.0 | 1050 | 10 |
| 8 | John Nolen Drive btwn. Convention Center & Broom Street | 77 | 3.5 | 270 | 2 |
| | Total | | | 4542 | 42 |