



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.
Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.
Christopher J. Petykowski, 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: July 28, 2016

TO: CONTRACTORS SUBMITTING PROPOSALS FOR
ENGINEERING SERVICES

FROM: ROBERT F. PHILIPS, CITY ENGINEER

SUBJECT: RFP for Japanese Knotweed Treatment 2016

The City of Madison Engineering Division is requesting Contractor proposals for Japanese Knotweed Treatment 2016. The intent for the Request for Proposal is to allow Contractors the opportunity to enter into a contract with the City of Madison for the required project 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
- Scope of Work
- Schedule

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 to the Office of the City Engineer by Thursday, August 25, 2016 at 2PM. Submit proposal to:

Carissa Wegner
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 project may be directed to the project manager Carissa Wegner at cwegner@cityofmadison.com or 608-261-9822.

Sincerely,

RFP: jeo
Cc: Mike Dailey
Alder Maurice Cheeks
Alder Sara Eskrich
Alder Tim Gruber

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



Office of City Engineering
City Engineering
Room 115, City County Building
210 Martin Luther King Jr. Boulevard
Madison, WI 53703-3346
TEL: 608/266-4751 FAX: 608/264-9275
Website: www.cityofmadison.com/engineering.html

REQUEST FOR PROPOSAL
Japanese Knotweed Treatment 2016

Due Date: Thursday, August 25, 2016 at 2:00 p.m.

Return To: City of Madison Engineering
210 Martin Luther King, Jr. Blvd., Room 115
Madison, WI 53703-3346

OR Email Bid Proposal to cwegner@cityofmadison.com

Notice and Instructions to Bidders

NOTE:

THIS PROJECT IS ESTIMATED TO COST LESS THAN \$25,000 – THE CITY WILL NOT ACCEPT ANY BIDS HIGHER THAN \$25,000

Bid document must be received at the above address or via email by the time and date specified to be considered valid. Late bids will not be opened. Submit **ONE** complete copy of the Proposal Page. All proposals must be packaged, sealed and clearly labeled with the following:

Bidder Name and Address

TITLE: Japanese Knotweed Treatment 2016

This RFP package includes the following:

- Bid Instructions
- Scope of Work
- Attachment A – Locations of knotweed to be treated and photographs of the Project Area
- Attachment B - Letter for private property owners
- Attachment C - Right of Entry form
- Attachment D – Blank maps for reporting treatment sites
- Attachment E - Sample Contract for Purchase of Services
- Proposal Page (page E-5)
- Attachment F- Standard Terms and Conditions

For questions regarding this bid, contact:

Carissa Wegner
City of Madison Engineering
Phone: 608-261-9822
Fax: 608-264-9275
Email: cwegner@cityofmadison.com



Calendar of Events:

DATE	EVENT
August 1, 2016, approx.	Date of issue of the request for proposal
August 25, 2016 at 2pm	Bids due from vendors
August 29, 2016	Contract start date
September 30, 2016, approx.	Contract end date

BID INSTRUCTIONS

GENERAL INFORMATION

The City of Madison is seeking proposals from qualified contractors to treat the invasive plant, Japanese knotweed (*Fallopia japonica*) along a section of the Southwest Commuter Bike Path and in the Hillcrest Greenway with herbicide. The treatment will consist of a one-time, high volume foliar application with Milestone® in late August or early September. The Contractor may use a backpack sprayer and/or ATV for access and herbicide application. Knotweed patch locations are shown on attached maps. The herbicide applications must be documented and submitted to the Project Manager within one (1) week of application.

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).

BIDDER'S RESPONSIBILITY

Bidders are strongly encouraged to visit the sites prior to bidding. Bidders shall examine the contract documents and shall exercise their own judgment as to the nature and scope of the work required.

ACCEPTANCE/REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities to 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 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.

WITHDRAWAL OR REVISION OF PROPOSALS

A bidder may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the due time and date for submission of proposals. Telephone requests for withdrawal shall not be accepted. After the due date of submission of bids, no bid may be withdrawn by the bidder for a period of 90 days or as otherwise specified or provided by law.

Any bidder may modify his/her bid by fax communication to the City of Madison Engineering Division at any time prior to opening of bids. The communication shall not reveal the proposal price, but shall provide the addition or subtraction or other modification.



BID OPENING

There will not be a public bid opening for this project. Bids will be opened and evaluated by the Project Manager, or other qualified parties.

CONTRACT

Included with this BID DOCUMENT is a draft contract **Sample Contract for Purchase of Services**. The terms of this template contract may become contractual obligations following award of the BID DOCUMENT. By submitting a bid, the Bidder affirms its willingness to enter into a contract containing substantially similar terms to those in Attachment E, Sample Contract for Purchase of Services.

BID DISTRIBUTION NETWORKS

The City of Madison posts all bid announcements, addenda notices, and bid documents on two bid distribution networks. All bidders must access documents, information, amendments or supplements from either one of these websites. It shall be the responsibility of the Bidders 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 proposal being disqualified.

- **State of WI VendorNet System**
(WI state and local agencies post bids on this network. **Registration is FREE.**)

<http://vendornet.state.wi.us/vendornet/default.asp>

In the future, requests for bids and requests for proposals from the City of Madison for this project's service or commodity will be sent automatically only to vendors subscribing to VendorNet. If questions exist about VendorNet, call the VendorNet Information Center at 1-800-482-7813 or, for Madison area organizations, call 264-7898.

- **DemandStar by Onvia**
(National bid distribution system with graduated fee schedule to subscribe by county, region, state or on a national level.)

<http://www.demandstar.com/>

- **City of Madison Engineering Website**

<http://www.cityofmadison.com/business/pw/requestForProposals.cfm>



SCOPE OF WORK

GENERAL

The Contractor shall treat the invasive plant, Japanese knotweed (*Fallopia japonica*) with a foliar application using Milestone® herbicide, per instructions of the product, in late August or early September, after flowering, to maximize herbicide movement to the rhizomes.

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 2016. The current version of the City of Madison Standard Specifications can be found here:

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

SPECIAL PROVISIONS

The City will conduct an optional pre-bidding meeting and walk-through that is open to attend for any contractor interested in further information about the scope of the project. This meeting will take place on Friday, August 19 at 10:00am at the intersection of Sheldon St and the SW bike path (also near where Sheldon St intersects Fox Ave) and Friday, August 19 at 11:00am at the Hillcrest greenway entrance by 210 South Owen Drive.

If the Contractor does not attend the pre-bidding meetings, the City encourages them to complete their own evaluation of the sites and quantities required prior to bidding, ideally once the knotweed has flowered. The estimates provided in this contract are estimates for bidding and shall be the maximum amount for payments.

BID ITEM 10911 MOBILIZATION AND ENTRANCE TO KNOTWEED WORK SITES

Description:

The Contractor shall enter the knotweed work sites so as to cause minimal bike path user and traffic disturbance. The Contractor's equipment shall not be stored on the bike path and site access shall be limited to between the hours of 9 am and 3 pm. Appropriate signage to alert users of path work crews shall be used in accordance with the MUTCD and direction from City of Madison Traffic Engineering. The Contractor shall take all necessary precautions to prevent damage to City and private property. Any inadvertent damage to private or public property by the Contractor shall be repaired at no additional cost to the City. To enter private property to treat knotweed, it is necessary to obtain permission to enter and receive a filled out "Right of Entry" form (Attachment C) in advance. These completed forms shall be sent to Carissa Wegner cwegner@cityofmadison.com at the end of each day via email attachment. Minimal disturbance of property shall occur.

There are approximately seven (7) large areas of knotweed along the path (as shown on Attachment A maps) however, all knotweed along the bike path between N Breese Terrace and Council Creek and within the Hillcrest greenway needs to be spot treated. The Contractor shall also identify and offer to treat knotweed on private property that is adjacent to the identified portion of the bike path and in the Hillcrest greenway.

Method of Measurement:

Mobilization and Entrance to Knotweed Work Sites shall be measured for each instance of access to the sites for a full treatment of all areas.

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. This Bid Item shall include all labor, work, equipment, and incidentals required to transport equipment, personnel, and materials to the sites. This Bid Item shall also include all work and coordination necessary to obtain any necessary permits and adequately clean the site after project completion. Cleaning the site may include sweeping the sidewalk, street, or bike path in compliance with Article 210.1(d), as necessary to remove spilled material and hauling away all trash from the site. Costs shall be included as part of Bid Item 10911.



BID ITEM 90030 KNOTWEED TREATMENT IN SW BIKE PATH INFESTATION AREA

Description:

The Contractor shall treat the invasive plant, Japanese knotweed (*Fallopia japonica*), along a section of the Southwest commuter bike path. The area to be treated is approximately 2 acres (approximately 9,680 square yards). The locations of the large clusters that have already been identified are shown on Attachment A. The Contractor is also responsible for finding and treating all other knotweed along the path between N Breese Terrace and Council Crest. Volunteers have flagged many of the patches of knotweed along the path, yet treatment is not to be exclusive of the flagged areas. It is the Contractor's responsibility to look for all other knotweed and eradicate all knotweed from the path.

The knotweed shall be treated, uncut, with a high volume foliar application of Milestone®. This treatment shall be done after the flowering of the knotweed which is normally in the late-August/early-September window to maximize herbicide movement to the rhizomes. The application of herbicide shall be per instructions of the product, documented, and submitted to Carissa Wegner at cwegner@cityofmadison.com within one (1) week. Failure to do so will result in no payment for the treatment.

Method of Measurement:

Knotweed treatment shall be measured by the Square Yard. Treatment shall be documented with pictures to show amount of knotweed treated. Once all treatment has been completed, the blank South West bike path map (Attachment D) shall be marked and turned into Carissa Wegner at cwegner@cityofmadison.com showing where all treatment occurred.

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 90031 KNOTWEED TREATMENT IN HILLCREST GREENWAY

Description:

The Contractor shall find and treat all Japanese knotweed (*Fallopia japonica*), within the Hillcrest greenway boundary. The known location, approximately 10-20 square yards, of knotweed is shown on the Hillcrest greenway map in Attachment A, are approximately 10-20 square yards. The Contractor is also responsible for finding and treating all other knotweed in the Hillcrest greenway boundary.

The knotweed shall be treated, uncut, with a high volume foliar application of Milestone®. This treatment shall be done after the flowering of the knotweed which is normally in the late-August/early-September window to maximize herbicide movement to the rhizomes. The application of herbicide shall be per instructions of the product, documented, and submitted to Carissa Wegner at cwegner@cityofmadison.com within one (1) week. Failure to do so will result in no payment for the treatment.

Method of Measurement:

Knotweed treatment shall be measured by the Square Yard. Treatment shall be documented with pictures to show amount of knotweed treated. Once all treatment has been completed, the blank Hillcrest greenway map (Attachment D) shall be marked and turned into Carissa Wegner at cwegner@cityofmadison.com showing where all treatment occurred.

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 90032 KNOTWEED TREATMENT ON PRIVATE PROPERTY

In addition to treating the knotweed directly on the SW Bike Path, the Contractor shall work to coordinate with private property owners to eradicate knotweed on adjacent land. By treating all the knotweed in the area, it can be ensured knotweed is eradicated. The City of Madison is offering to cover the costs of knotweed treatment on private property, via the Contractor. The Contractor is responsible for identifying knotweed on private property and approaching the owner for permission to treat. The provided letter (Attachment B) must be given private property owners that have knotweed identified on their property. The letter explains why the City would like to utilize herbicide treatment and asks for permission to treat the knotweed on their property. This letter must be given to the identified property owners and the property owner needs to fill out a Right of Entry form (Attachment C) before the treatment can occur. The Right of Entry form must be signed by the contractor as a



witness and sent daily to the Carissa Wegner at cwegner@cityofmadison.com via scanning or emailing a picture taken on the contractor's phone. 10-20 letters (Attachment B) will be provided to the contractor, printed in color and signed by the City Engineer, Robert Phillips. If the contractor needs more letters, it is their responsibility to request new letter in a timely fashion.

The knotweed shall be treated, uncut, with a high volume foliar application of Milestone®. This treatment shall be done after the flowering of the knotweed which is normally in the late-August/early-September window to maximize herbicide movement to the rhizomes. The application of herbicide shall be documented and submitted to Carissa Wegner at cwegner@cityofmadison.com within one (1) week. Failure to do so will result in no payment for the treatment.

Method of Measurement:

This Bid Item will be measured by the Square Yard of knotweed clumps. The quantity of knotweed will be largely determined on where the Contractor finds knotweed on private property. The Contractor shall keep track of square yards treated and locations with pictures and marking the blank map (Attachment D).

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.

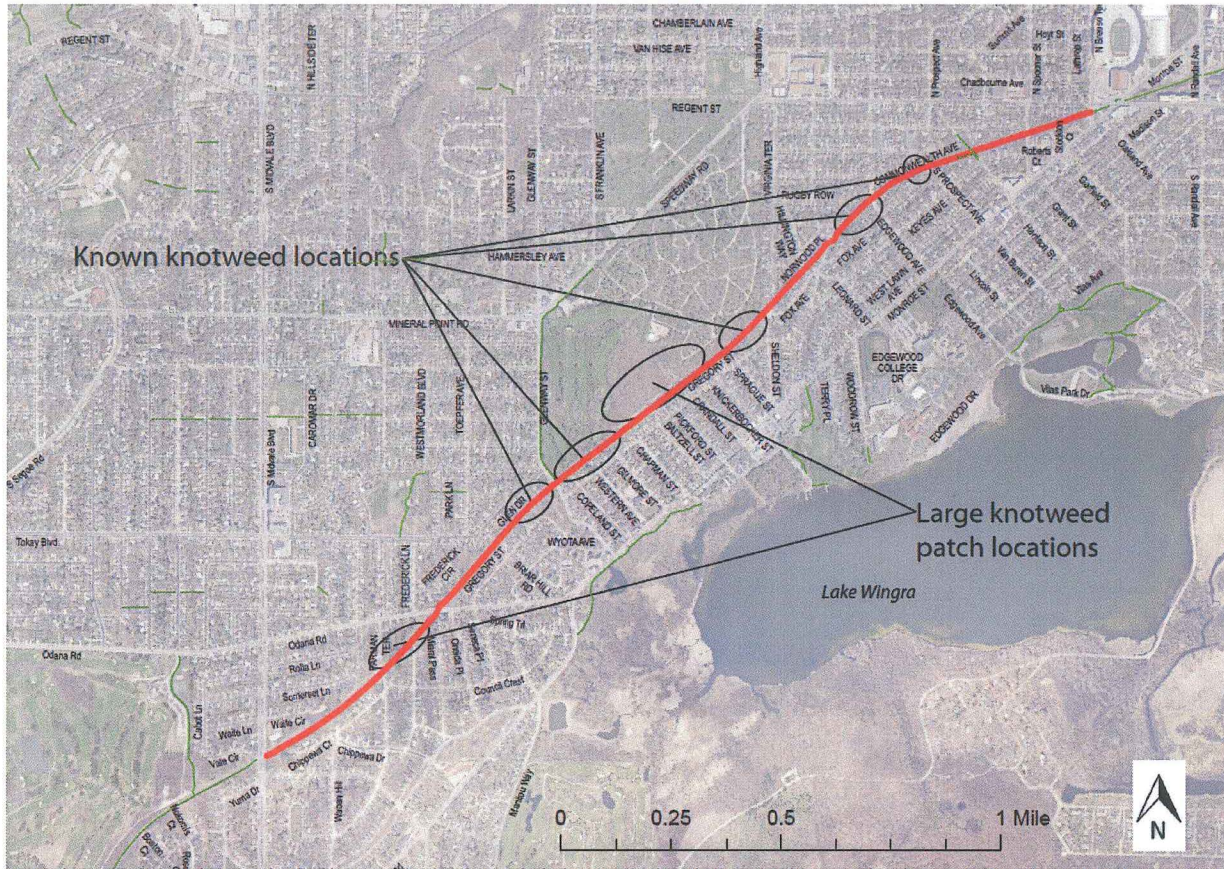
Attachment A

Locations of knotweed to be treated and Photographs of the
Project Area

Attachment A (page 1 of 3):

Southwest Bike Path areas to be treated and close up of an area to look for and treat knotweed

Southwest Bike Path Japanese Knotweed Herbicide Treatment Boundary (shown in red)



Note: There are several dozen individual knotweed plants not included in the patches that need to be located and treated along the path indicated in red.



Attachment A (page 2 of 3), continued



Hillcrest Greenway is located in boundary



Attachment B

Letter for private property owners



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
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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

July 29, 2016

RE: City Offering to Treat Japanese Knotweed on Private Property

Dear Property Owner,

The City of Madison Engineering Department is adding the invasive species, Japanese knotweed (*Fallopia japonica*), to the Noxious Weed Ordinance (MGO 23.29). This fast growing, aggressive perennial (see photo below) has an extensive root system which can reach up to 10' deep and over 20' laterally from the nearest stalk, and can tear up pavement and damage building foundations. There are knotweed patches growing along the Southwest Bike Path that Engineering has been working to eradicate in order to protect the bike path infrastructure.

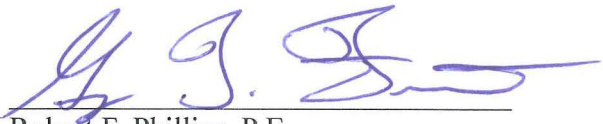
City Engineering has been awarded a grant from the Wisconsin DNR contingent on treating all knotweed plants along the bike path, including private property in 2016. Due to this grant, Engineering is offering to pay for a 2016 herbicide treatment if Japanese knotweed is found on your property. A follow up treatment process may be needed in 2017 & 2018 to ensure eradication. City Engineering has hired a certified and licensed contractor to treat the Japanese knotweed with an herbicide called Milestone®, per product instruction.

If you accept the City's offer to receive a 2016 Japanese knotweed treatment on your property, please fill out the attached "Right of Entry" form and submit to Carissa Wegner via email to cwegner@cityofmadison.com or mail to the Engineering Division address located at the top of this letter.



If you have any questions please contact Carissa Wegner with City of Madison Engineering at 608-261-9822.

Sincerely,


Robert F. Phillips, P.E.
City Engineer

For

Attachment C
Right of Entry form

RIGHT OF ENTRY

_____ (“Owner”), being the owner of the property hereinafter described (the “Property”), in consideration of the sum of Zero Dollar (\$0.00), the receipt of whereof is hereby acknowledged, grants and conveys to the **City of Madison** (the “City”), a Wisconsin municipal corporation located in Dane County, Wisconsin, its agents and contractors, a Right of Entry in the Property for the purpose of treating Japanese Knotweed.

The Right of Entry shall commence no earlier than August 1, 2016 and shall expire on the earlier of (a) the completion of the treatment of Japanese Knotweed, or (b) September 30, 2016.

Property Address: _____

By accepting this Right of Entry, the City agrees, as required by Wisconsin law, to pay any liabilities arising out of its Right of Entry whenever those liabilities result from an act or omission of a City employee, contractor or agent acting within the scope of their authority.

Dated this _____.

OWNER: _____

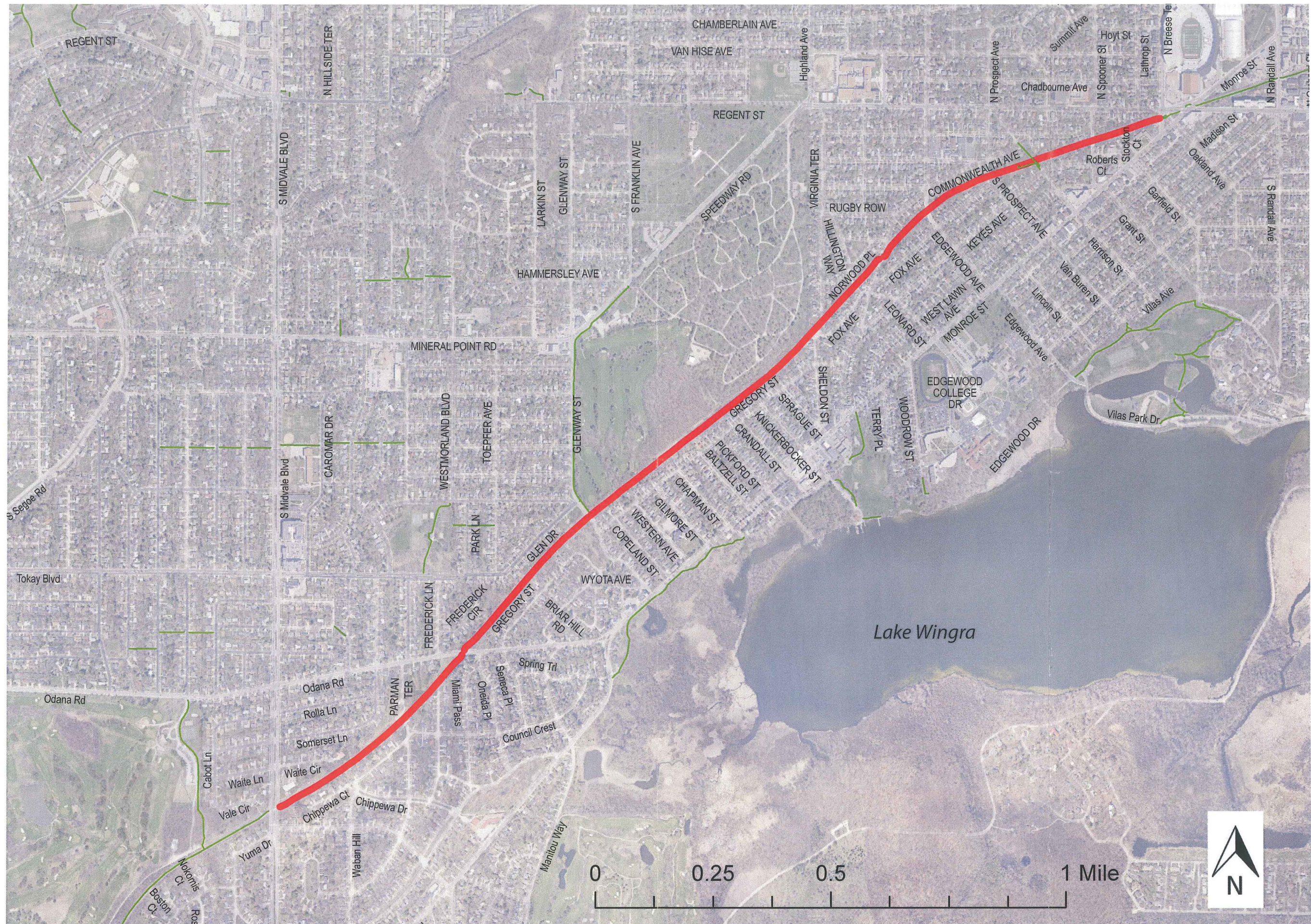
By: _____
(signature)

(print or type name and title)

Attachment D

Blank map for reporting treatment sites

Southwest Bike Path Japanese Knotweed Herbicide Treatment Boundary (shown in red)



Note: Contractor shall fill out this map with all Japanese knotweed (*Fallopia japonica*) locations found treated

Hillcrest Greenway is located in boundary



Attachment E
Sample Contract for Purchase of Services



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):

List all attachments here by name, and attach and label them accordingly.

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.

(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.

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 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 and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, 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.

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. **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 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 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).

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.

Proposal Page (page E-5)

PROPOSAL

NAME OF BIDDER

Contract Name: JAPANESE KNOTWEED TREATMENT 2016

Contract No.

ITEM	TYPE OF WORK	ESTIMATED QUANTITIES		UNIT PRICE BID	TOTAL BID
ACCOUNT NO. 10988-84-200-84200					
10911	MOBILIZATION AND ENTRANCE TO KNOTWEED WORK SITES	1.00	LS		\$ -
90030	KNOTWEED TREATMENT IN SW BIKE PATH INFESTATION AREA	9,000.00	SY		\$ -
90031	KNOTWEED TREATMENT IN HILLCREST GREENWAY	20.00	SY		\$ -
90032	KNOTWEED TREATMENT ON PRIVATE PROPERTY	680.00	SY		\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
GRAND TOTAL					

Attachment F
Standard Terms and Conditions



CITY OF MADISON

(STC-Form: 01/05/2016)

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.
1. **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.

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.

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.

36. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

a. Definitions. For purposes of this requirement, "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 any contract awarded under this RFP, the successful 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 a conditional offer of employment is made to the applicant in question.