



Department of Public Works

## Engineering Division

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

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210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
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[engineering@cityofmadison.com](mailto:engineering@cityofmadison.com)  
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### Deputy City Engineer

Gregory T. Fries, P.E.

### Deputy Division Manager

Kathleen M. Cryan

### Principal Engineer 2

Christopher J. Petykowski, P.E.  
John S. Fahrney, P.E.

### Principal Engineer 1

Christina M. Bachmann, P.E.  
Mark D. Moder, P.E.  
Janet Schmidt, P.E.  
James M. Wolfe, P.E.

**Facilities & Sustainability**  
Bryan Cooper, Principal Architect

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

**Financial Manager**  
Steven B. Danner-Rivers

DATE: July 09, 2020

TO: CONTRACTORS SUBMITTING PROPOSALS FOR  
PAINTING

FROM: ROBERT F. PHILLIPS, CITY ENGINEER

SUBJECT: Madison Police Dept. Central Property/GR10 Interior Wall Painting  
211 South Carroll St., Madison, WI

The City of Madison Engineering Division is requesting Contractor proposals for painting interior walls at the subject address. 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 attached RFP for pertinent information and dates. The following items are included with the RFP and considered part of it:

- Scope of Work including plans and specifications
- Schedule
- Sample Contract
- City of Madison Terms and Conditions
- City of Madison Engineering Covid-19 Letter

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

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

Interested Contractors shall submit (1) electronic copy of their Proposals to the Office of the City Engineer by 4:00PM on Friday, July 31, 2020. Submit proposal electronically via email to: Laura Amundson at [LAmundson@cityofmadison.com](mailto:LAmundson@cityofmadison.com) Please use **“Proposal 8940 MPD Central Property/GR10 Interior Wall Painting”** in the subject line.

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, Laura Amundson at [LAmundson@cityofmadison.com](mailto:LAmundson@cityofmadison.com) no later than 4:00 p.m., Friday, July 24, 2020 and will be answered in the form of an addendum no later than noon, Wed. July 29, 2020. Identify the project in the email subject line as: **“Question 8940 MPD Central Property/GR10 Interior Wall Painting”**.

Sincerely,

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

CC: Greg Fries



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](http://www.cityofmadison.com/engineering.html)

## REQUEST FOR PROPOSAL

### Madison Police Department Central Property/GR10 Interior Wall Painting 211 S. Carroll St., Madison, WI

**Due Date:** Friday, JULY 31, 2020 at 4:00 p.m.

**Emailed to:** [LAmundson@cityofmadison.com](mailto:LAmundson@cityofmadison.com)

#### Notice and Instructions to Bidders

Bid document must be received at the above email address by the time and date specified to be considered valid. Late bids will not be opened or accepted.

Interested Contractors shall submit **ONE (1)** electronic copy of the complete scanned copy of the Proposal Page as noted in this RFP. Submit the proposal electronically via email to: Laura Amundson at [LAmundson@cityofmadison.com](mailto:LAmundson@cityofmadison.com). Identify the project in the email subject line as: ***"Proposal 8940 MPD Central Property/GR10 Interior Wall Painting"***.

This RFP package includes the following:

- Bid Instructions, below
- Scope of Work, below
- Proposal Page, below
- Exhibit A, Interior Paint Plan, (3) pages, 30x42
- Exhibit B, Interior Painting Specification Section 09 91 23, (3) pages
- Exhibit C, Sample Contract for Purchase of Services & Instructions
- Exhibit D, City of Madison Terms and Conditions
- Exhibit E, City of Madison Engineering Covid-19 Letter

All questions shall be sent via email to: Laura Amundson at [LAmundson@cityofmadison.com](mailto:LAmundson@cityofmadison.com). Identify the project in the email subject line as: ***"Question 8940 MPD Central Property/GR10 Interior Wall Painting"***. All questions must be received no later than 4:00 p.m., Friday, July 24, 2020 and will be answered in the form of an addendum no later than noon, Wed. July 29, 2020.



## **BID INSTRUCTIONS**

### **GENERAL INFORMATION**

The City of Madison is seeking proposals from qualified contractors for painting existing walls, interior metal doors and frames and to include minor repairs to gypsum board as needed. See the attached plans and specifications below for additional information and scope of work.

It has been determined that this contract is required to meet all applicable living wage requirements.

### **BIDDER'S RESPONSIBILITY**

Bidders shall examine the contract documents and shall exercise their own judgment as to the nature and scope of the work required.

All bidding contractors are encouraged to attend one of two pre-bid meetings/walk throughs. All attendees will be asked to wear masks and observe social distancing. The first walk-thru will be held at 1:30 p.m. Thursday, July 16, 2020, and the second will be held at 10:30 a.m. on Thursday, July 23, 2020, at the project site, Madison Police Central District at 211 South Carroll Street, Madison, WI. Parking is available in nearby public parking garages or street parking. Please meet at the **Wilson St. Entrance** of the City County Building. Staff from MPD and the City Project Manager will be on hand to answer questions related to the plans and specifications. Questions will be answered in written format via addendum to the contract.

### **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 interest 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 via email 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 email 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. The City reserves the right to alter the bid opening date, within reason, for their convenience. Bids will be made available upon written request to the project manager.



## **CONTRACT**

Included with this BID DOCUMENT is a draft ***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 the sample Contract for Purchase of Services. Any exceptions to this should be stated in the Proposal.

## **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**

This contract is for the interior wall painting for the Madison Police Department Central District Property/GR10, located at 211 S. Carroll Street, Madison, WI.

A Carpet Replacement contract will be running concurrently with this Painting contract.

This contract shall be for all of the work described in these RFP documents including but not limited to the interior painting of existing painted walls, door frames and painted doors as indicated by the plans and specifications and the patching of holes, drywall cracks, nail pops and re-taping gypsum board seams as necessary. Work shall include the removal of the existing vinyl base by this contract and placed in a designated area for recycling by the Carpet Replacement contract. Preparation of surfaces to be painted to include cleaning as needed. Spot prime and texture all repairs to match existing. Remove and clean wall plates and surface mounted fixtures. Remove, clean and protect device plates, fixtures, factory finished hardware and accessories and provide ample protection to stationary items such as, but not limited to: monitors, speakers, lockers, pamphlet racks and large white/bulletin boards. Upon completion of each area, replace all removed items. See also Exhibit B Interior Painting 09 91 23 Specifications.



Unless specifically noted in the plans and specifications as work or materials by others, the contractor shall assume the responsibilities of work and materials for this contract. The Contractor shall furnish any apparatus, appliance, material, or labor that may be necessary to complete the work, in accordance with the intent of this contract. The Contractor shall use properly functioning equipment capable of performing the tasks required. The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the work proposed. The Contractor shall also coordinate work being done by others into the contract schedule. This includes but is not limited to work being done by other City agencies or other contractors.

### **SPECIAL PROVISIONS**

All applicable sections of Part I of the Standard Specifications for Public Works Construction, 2020 Edition, shall apply to this contract except as amended in these special provisions. The contractor may refer to the specifications by clicking on the Part I General Conditions link located on this web site <http://www.cityofmadison.com/business/pw/specs.cfm>

**Please note:** In response to the declared Federal, State and Local public health emergencies, it is necessary for the City and all public works contractors to make changes to their workplaces. **Additional correspondence to address COVID-19 requirements can be found as EXHIBIT E in the bid documents.**

#### **SECTION 102.9 BIDDER'S UNDERSTANDING**

Tax Exempt Status. Effective with all contracts executed after January 1, 2016, the sales price from the sale, storage, use or other consumption of tangible personal property that is used in conjunction with a public works improvement for a tax exempt entity (including the City of Madison), is exempt from State sales tax. Said property must become a component of the project owned by the tax exempt entity and includes: any building; shelter; parking lot; parking garage; athletic field; storm sewer; water supply system; or sewerage and waste water treatment facility, but does not include a highway, street or road.

The contractor shall ensure that the exemption for sales and use tax available under Wis. Stat. Sec. 77.54(9m) applies where available. The contractor shall provide all necessary documentation as required by the State of Wisconsin and the City of Madison to comply with this exemption.

See link to [Wisconsin Department of Revenue Tax Bulletin, January 2016, Number 192](#) and [2015 Wis. Act 126](#) for additional information.

#### **SECTION 103.2 AWARD OF CONTRACT**

This bid consists of a BASE BID (Bid Item 90000) and one (1) ALTERNATE BID ITEM (Bid Item 90001). The Contractor must completely fill in the LUMP SUM for the BASE BID and the LUMP SUM for the one (1) ALTERNATE BID item.

The contract shall be awarded to the lowest bidding contractor in the following manner:

1. The City will establish a Construction Budget Dollar Value for the overall project.
2. The City will award the contract based on the sub totals of the BASE BID plus ALTERNATE 1 until the sub total is within the predetermined Construction Budget Dollar Value.
3. If no responsible bidder submits a BASE BID plus ALTERNATE 1 that is below the Construction Budget dollar value, the City will award the contract based on the BASE BID only.

The City shall have the right to proceed or not proceed with any ALTERNATE regardless of how the bid was awarded. The City shall have the right to reject all bids regardless of the value of the bids submitted.

#### **SECTION 104.1 LANDS FOR WORK**

This project is an interior office repainting of an existing occupied office suite on the ground floor (Property and GR10) of the City-County Building for the City of Madison, located at 211 S. Carroll Street. The ground floor is located over the underground parking garage.

1. No on-site vehicle parking is available for Contractor use.
2. The Contractor shall coordinate building access, elevator access, and dumpster locations with the City Project Manager. Only temporary street offloading will be acceptable. The freight elevator will be available for contractor use on a non-exclusive basis. Public elevators are not available for contractor use.
3. Access to the MPD-Central suite shall be through designated construction paths. No material transport shall occur in the public and/or occupied areas without coordination with the City Project Manager.



4. No tobacco product use is allowed on the Lands for Work.

**SECTION 104.10 CLEANING UP**

The Contractor shall be responsible for keeping the immediate area around the project limits and entry doors clean and free of construction materials and debris. The Contractor shall install temporary tarping as needed to keep all construction debris confined to the immediate project area. Remove misplaced paint from floors, glass and all other surfaces not scheduled to be finished.

**SECTION 104.11 FINAL CLEAN UP**

The Contractor shall be responsible for final clean up of all areas affected by this contract before final contract closeout. Final clean up shall include but not be limited to the following:

- All taping and tarps have been removed from the project site.
- All debris from gypsum board repairs has been cleaned up.
- All containers have been properly disposed of.
- Attic stock to be from the same production run, identified with labels. Paint to be factory sealed and not less than one gallon of each material applied. All attic stock to be inventoried and neatly located in an area designated by the project manager and provide inventory list to the project manager.

**SECTION 105.7 CONTRACT DOCUMENTS**

The Contractor is responsible for reproducing all construction documents necessary to complete the Work at their own cost. This shall include plans, specifications, addenda for the General Contractor and all Sub-contractors.

**SECTION 105.12 COOPERATION BY CONTRACTOR**

1. The MPD Central District Property and GR10 offices must remain operational at all times during the execution of this contract. In addition a Carpet Replacement contract will be running concurrently with this Interior Wall Painting contract. Repainting and carpet replacement shall be phased together as to provide the least amount of time the owner is displaced in each area.
  - a. MPD Staff shall be responsible for removing, boxing and transporting all personal and duty related materials to their assigned alternate workspace no later than 24 hours prior to their space being worked on. This shall include personal items; books, binders, and files located in desks and file storage furniture and other loose, small furnishings. All furniture shall be as light as possible prior to contractor starting the room/space. Staff shall not return to their assigned space until all contracted work has been completed, inspected, and approved.
  - b. The MPD Central Captain or other designated staff officer and Project Manager shall inspect each space upon completion and provide appropriate contractors with punch list items as needed. Contractor will clear all punch listed items prior to moving on to the next scheduled room/area. Once the room/area has been accepted staff may move back into their assigned spaces.
2. The final project scheduling shall be determined during the Joint Pre-Construction Meeting and shall be coordinated with the carpet replacement contract. Scheduling shall coordinate all MPD staff movement to/from spaces, carpet removal, painting, carpet replacement, and area/room inspections. Designated areas shall be completed before contractors can move on to the next area. MPD staff shall relocate to other available spaces on or off site during these contracts.
3. SPECIAL PROJECT REQUIREMENTS
  - a) All work must be performed during the hours of 7:00am and 5:00pm, Monday through Friday.
  - b) All Covid-19 City, County, State and Federal restrictions and requirements must be adhered to by all awarded contract employees and sub-contractors while working on-site.
  - c) Two public windows indicated on the plans must remain accessible during the hours of 8:00 am to 4:00 pm. Scheduling of work in these areas will be agreed upon with MPD during the pre-construction meeting.
  - d) On-site workers will be required to pass criminal background checks. Contractors shall provide the following information for all workers and staff having access to the contract area during the duration of this contract; full name, date of birth, current address, current driver's license number (if any). This information shall be submitted to MPD on company letterhead at the pre-construction meeting. MPD shall be notified of additions to the original list at least 24 hours, excluding weekends and holidays, prior to personnel entering the contract area. Additional time may be required if problems are encountered.
  - e) All work must be performed under the full supervision of the Madison Police Department.



**SECTION 105.13**      **ORDER OF COMPLETION**

1. The Painting contractor shall be first through spaces designated for painting and shall do the following:
  - a. Move all furniture away from walls being painted and remove any existing vinyl base. Base shall be neatly consolidated for the Carpet contractor to collect and dispose of. Protect furniture as required.
  - b. Painting Contractor shall then proceed with wall repairs, preparation, and painting.
2. The Carpet Replacement contractor shall follow through spaces after the Painting contractor and do the following:
  - a. Lift work station panels as required.
  - b. Remove all existing carpet, dispose of existing carpet and vinyl base
  - c. Patch sub flooring as necessary
  - d. Install new carpet and vinyl base
  - e. Relocate furniture back on walls after spaces have been inspected
3. The Painting contractor shall be responsible for the following in spaces where flooring is not replaced:
  - a. Moving any furniture if applicable and remove existing vinyl base.
  - b. Masking tile, etc and protect floor prior to painting.

**SECTION 105.16**      **GUARANTEE**

The contractor shall guarantee the workmanship of repairs and painting for a period of one (1) year after completion of this contract.

**SECTION 106.1**      **SOURCE OF SUPPLY AND QUALITY**

The Contractor shall be responsible for all painting supplies and materials required for this contract. All required paint, and cleaners shall be low VOC type. See Exhibit B, Interior Painting Specification Section 09 91 23

**SECTION 108.2**      **PERMITS**

The Contractor shall be required to provide to apply, pay for and obtain all permits or licenses that may be required by these contract documents regardless of ordinance, statute, or other regulatory requirement.

The Contractor shall be responsible for any fines issued due to non-compliance with the project permits.

**SECTION 109.7**      **TIME OF COMPLETION**

Work shall begin only after the contract is executed and the start work letter is received. It is anticipated that the Start Work letter will be issued on or about November 30, 2020. The contract, including punch list completion shall be **COMPLETED NO LATER THAN Jan. 15, 2021** The City Project Manager shall schedule a combined Pre-Construction Meeting (Paint and Carpet Replacement contract) at the site prior to mobilization. Attendees shall include MPD Staff, Painting Contractor, Carpet Replacement Contractor, Dane County Facility staff, and Facility Management Staff.



**PROPOSAL PAGE****For****MPD Central Property/GR10 Interior Painting – 211 S. Carroll St., Madison****MUNIS 10956****Bidders Information**

*Note: By submitting this proposal page the bidding contractor is acknowledging that they have read and understand all documents associated with this RFP.*

<b>Company Name/Address</b>	
<b>Point of contact for this proposal</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

ITEM	DESCRIPTION	ESTIMATED		TOTAL BASE BID
90000	BASE BID:MPD Central Property/GR10 Interior Painting	1.00	Lump Sum	
90001	ALTERNATE NO. 1: Add painting of Garage level Property Room as indicated on Exhibit A – Floor Plan sheet A2 Interior Painting	1.00	Lump Sum	

**GRAND TOTAL**

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This bid consists of a BASE BID (Bid Item 90000) and one (1) ALTERNATE BID ITEM (Bid Item 90001). The Contractor must completely fill in the LUMP SUM for the BASE BID and the LUMP SUM for the one (1) ALTERNATE BID item.

The contract shall be awarded to the lowest bidding contractor in the following manner:

1. The City will establish a Construction Budget Dollar Value for the overall project.
2. The City will award the contract based on the sub totals of the BASE BID plus ALTERNATE 1 until the sub total is within the predetermined Construction Budget Dollar Value.
3. If no responsible bidder submits a BASE BID plus ALTERNATE 1 that is below the Construction Budget dollar value, the City will award the contract based on the BASE BID only.

The City shall have the right to proceed or not proceed with any ALTERNATE regardless of how the bid was awarded. The City shall have the right to reject all bids regardless of the value of the bids submitted.

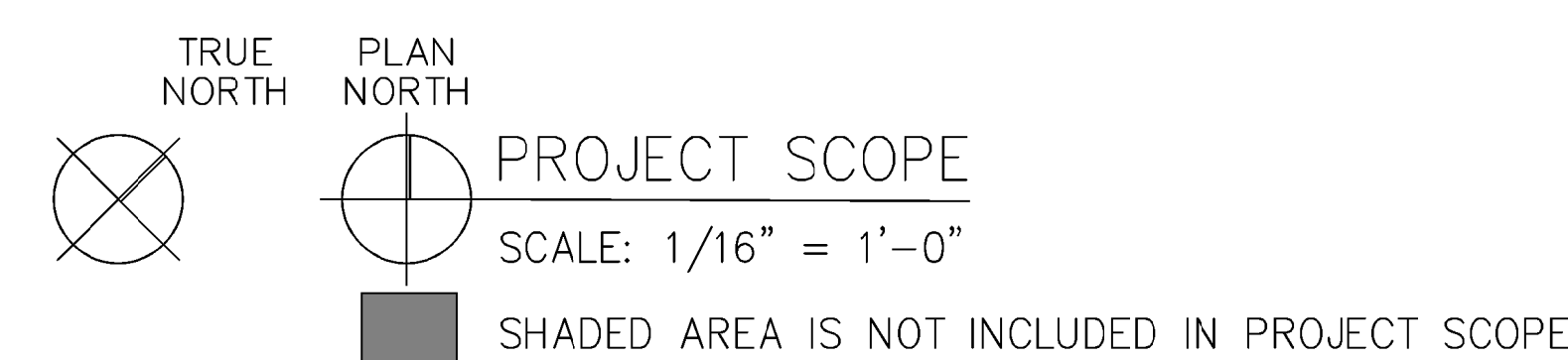
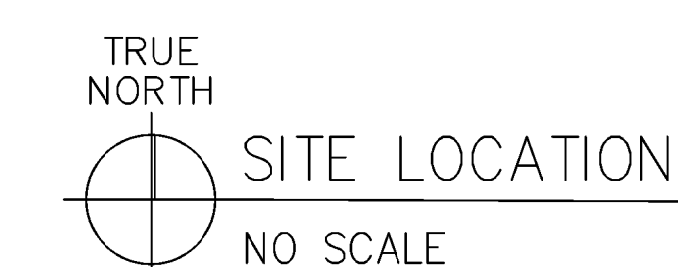




CITY COUNTY BUILDING  
FLOOR "GR" (GROUND FLOOR)  
211 SOUTH CARROLL STREET  
MADISON, WI 53703  
JULY 09, 2020



MMPD CENTRAL PROPERTY/GR10 INTERIOR WALL PAINTING  
211 SOUTH CARROLL STREET  
MADISON, WI

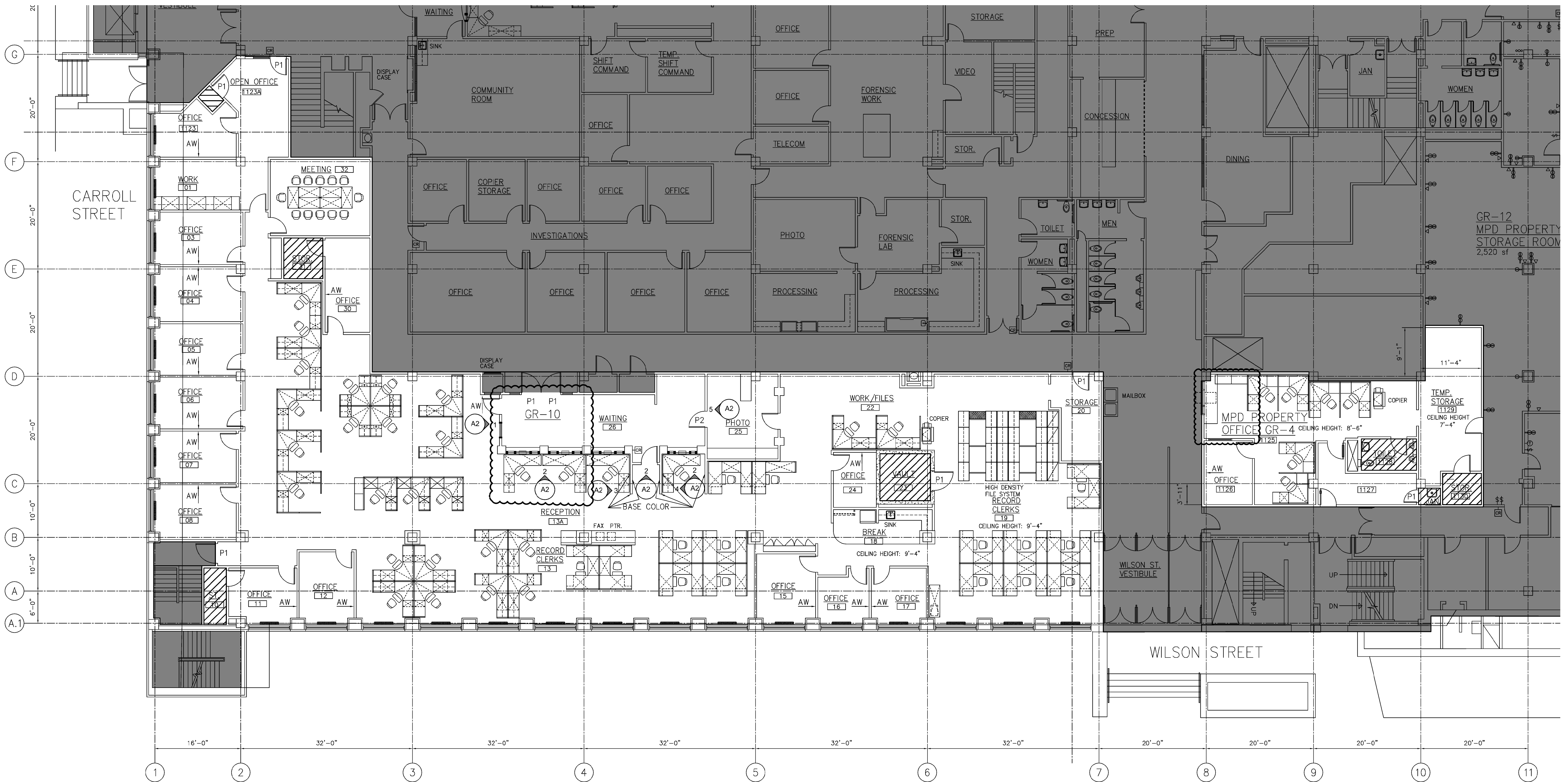


SHEET INDEX:	
TS1	TITLE SHEET
A1	PAINT PLAN
A2	PAINT WALL ELEVATIONS & ALTERNATE 1

CONTRACT	
#	
MUNIS	
#10956	
DRWN BY: LKA	
DATE	07/09/2
REV:	

SHT	
TS1	



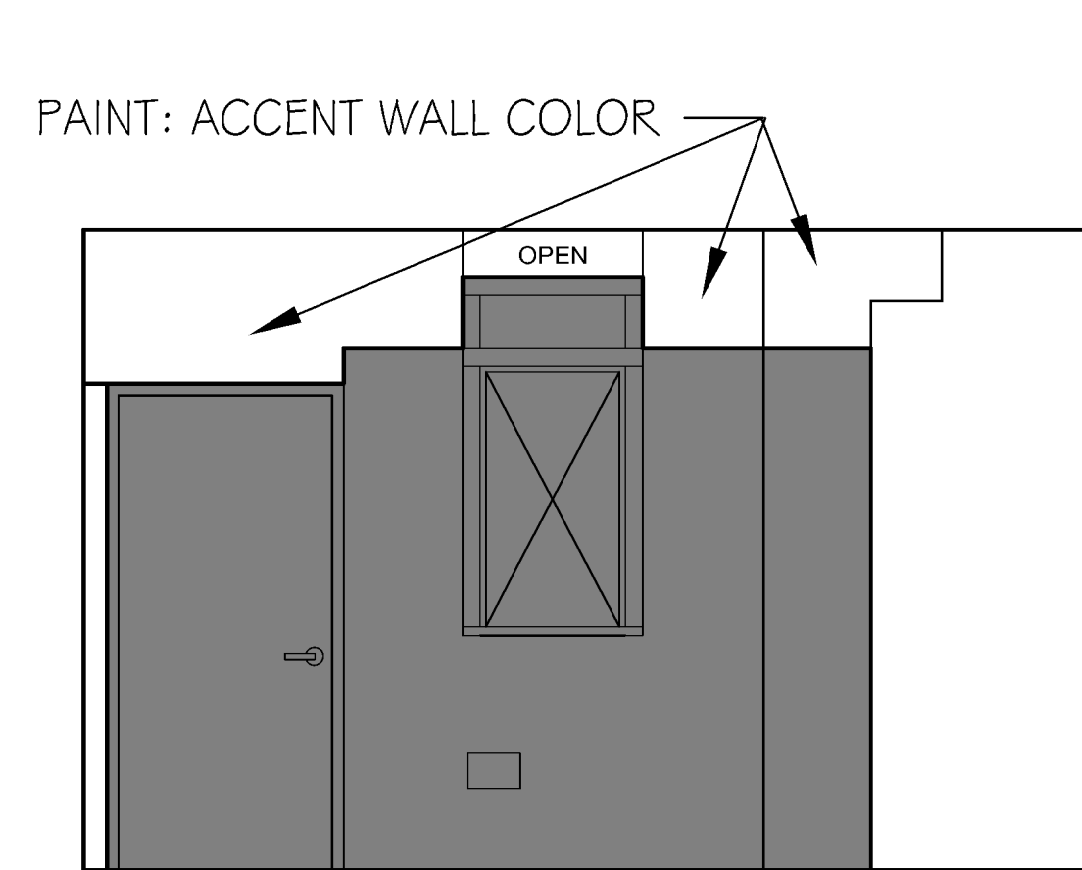


PLAN NORTH  
PAINTING FLOOR PLAN  
SCALE: 1/8" = 1'-0"

■ DENOTES: AREA NOT IN CONTRACT  
□ DENOTES: AREA IN THIS CONTRACT  
▨ DENOTES: PAINTING NOT REQ'D

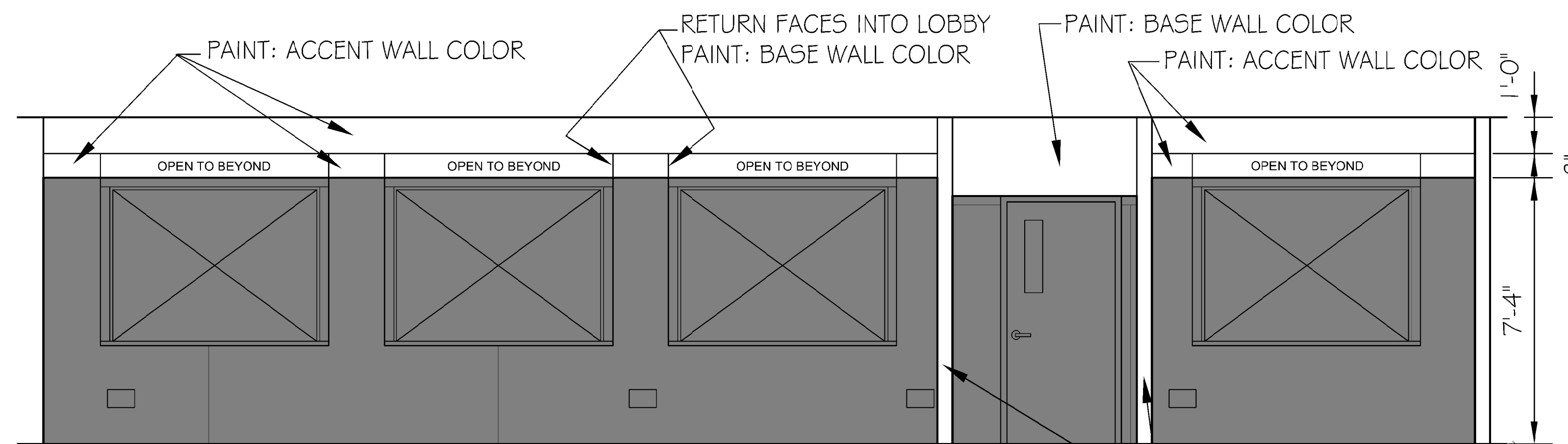
AW: ACCENT WALL COLOR – VERIFY WALL W/OWNER  
P1: METAL DOOR – PAINT ONE SIDE (PROJECT SIDE)  
P2: METAL DOOR – PAINT BOTH SIDES

- GENERAL NOTES
1. CEILING HEIGHT: 9'-0" U.N.O.
  2. CEILINGS ARE NOT PAINTED EXCEPT FOR APPROX 18" BETWEEN COLUMNS ALONG EXTERIOR WALL LINES ABOVE WINDOWS.
  3. SEE SPEC 099123-INTERIOR PAINT FOR PAINT COLORS AND TYPES.
  4. DOORS ARE WOOD (U.N.O.) AND ARE NOT PAINTED
  5. METAL DOORS TO BE PAINTED AS INDICATED P1 OR P2
  6. TWO CLOUDED AREAS REQUIRE WORK TO BE COMPLETED OUTSIDE OF THE 8:00 AM TO 4:00 PM TIMEFRAME TO ALLOW CUSTOMER SERVICE WINDOWS TO REMAIN OPEN.



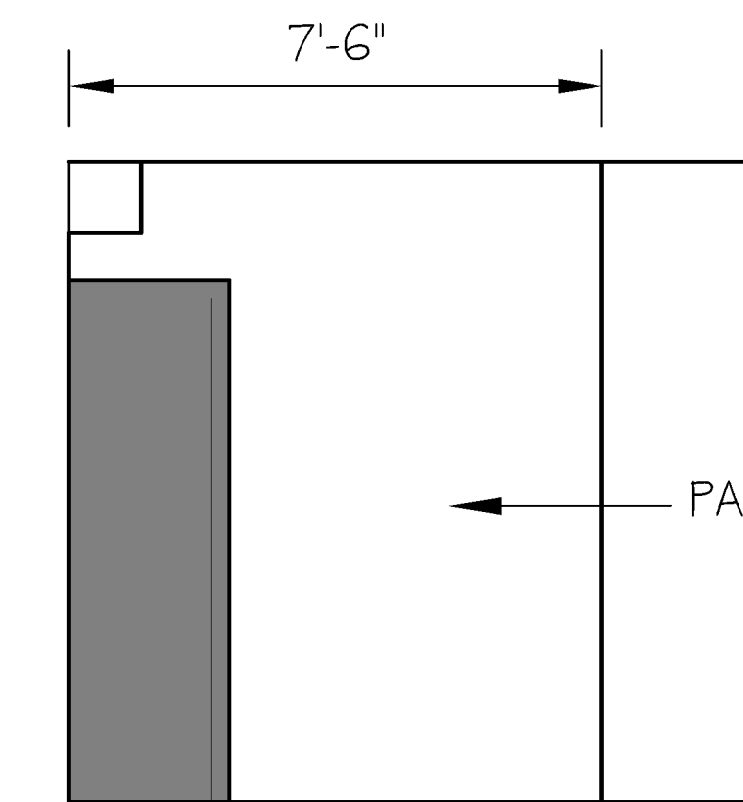
**1 ELEVATION @ RECEPTION**  
3/8" = 1'-0"

■ DENOTES: AREA NOT IN CONTRACT



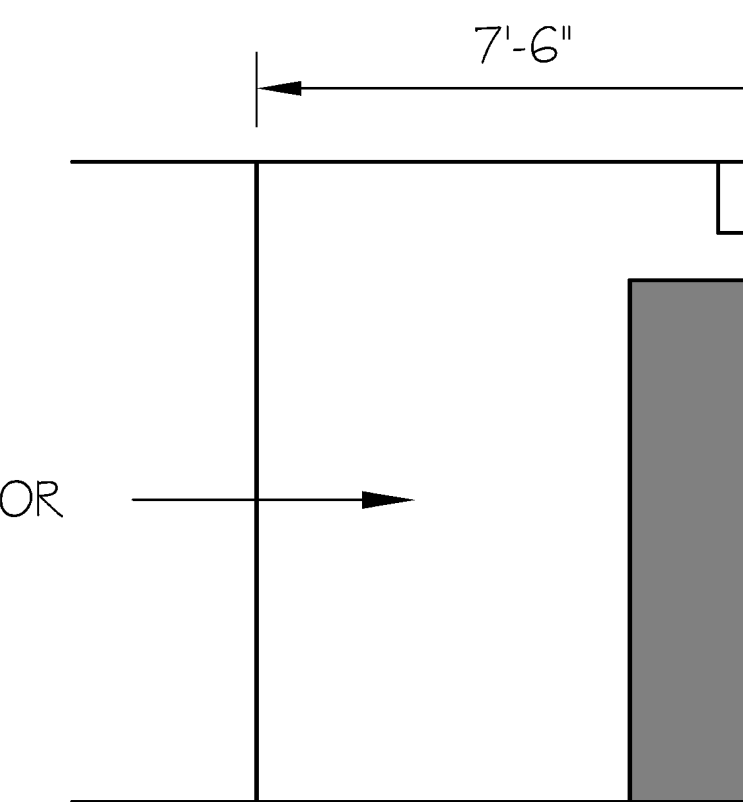
**2 ELEVATION @ RECEPTION**  
3/8" = 1'-0"

■ DENOTES: AREA NOT IN CONTRACT



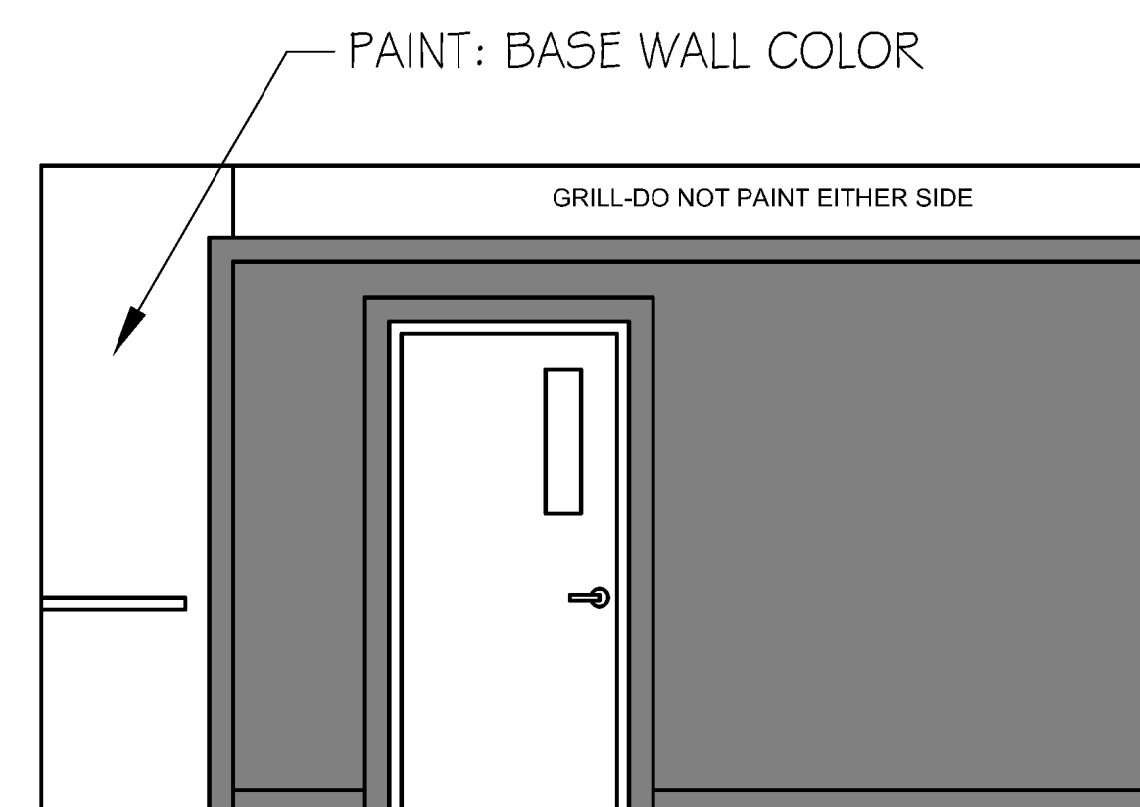
**3 ELEVATION @ RECEPTION**  
3/8" = 1'-0"

■ DENOTES: AREA NOT IN CONTRACT



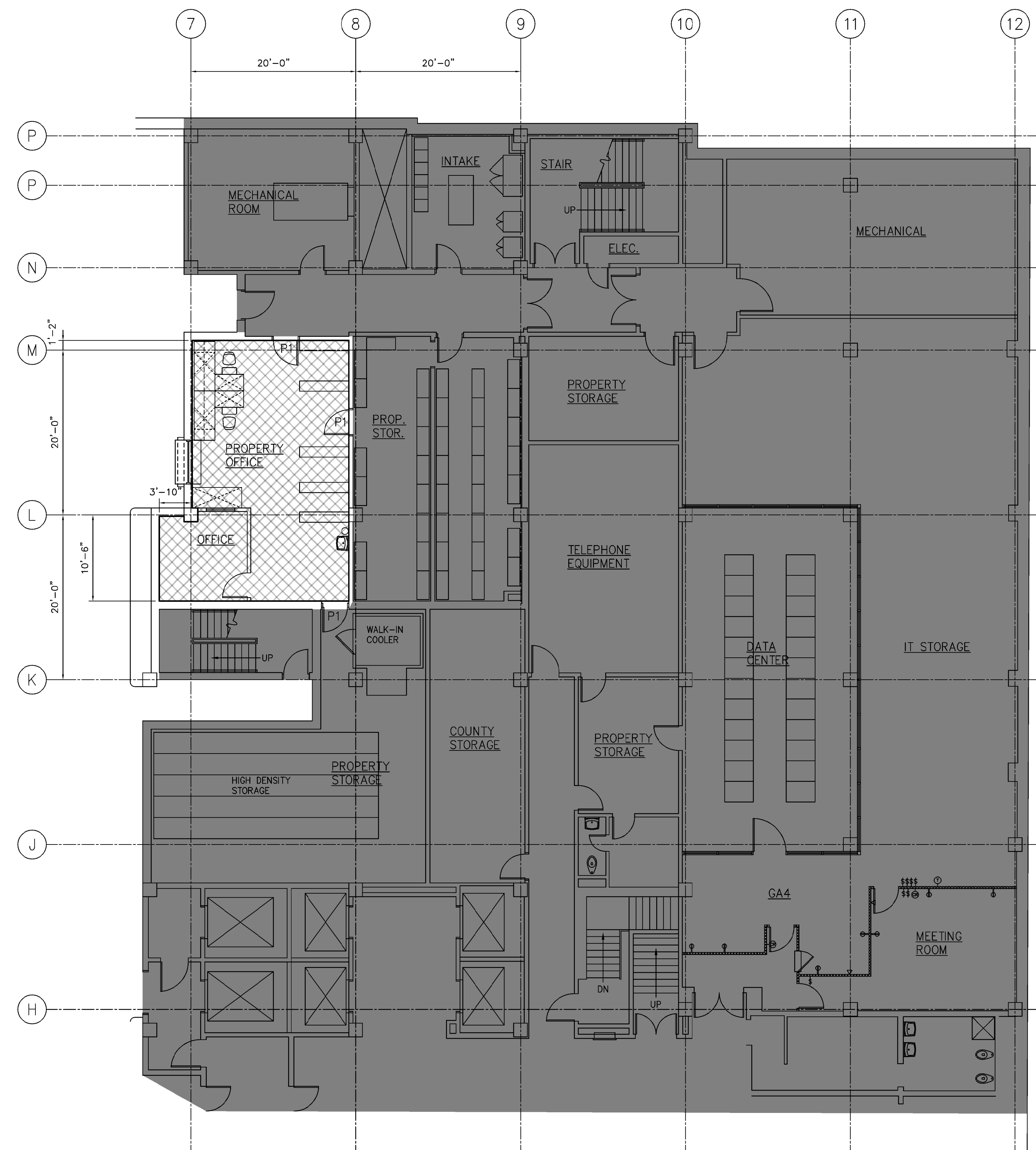
**4 ELEVATION @ RECEPTION**  
3/8" = 1'-0"

■ DENOTES: AREA NOT IN CONTRACT



**5 ELEVATION @ RECEPTION**  
3/8" = 1'-0"

■ DENOTES: AREA NOT IN CONTRACT



PAINTING (GARAGE LEVEL) FLOOR PLAN – ALTERNATE 1

SCALE: 1/8" = 1'-0"

■ DENOTES: AREA NOT IN CONTRACT

▨ DENOTES: AREA IN ALTERNATE 1: BASE COLOR ONLY. NO ACCENT WALLS

#### GENERAL NOTES

1. CEILING HEIGHT: 8'-0" U.N.O.
2. CEILINGS ARE NOT PAINTED
3. SEE SPEC 099123-INTERIOR PAINT FOR PAINT COLORS AND TYPES.
4. DOORS ARE WOOD (U.N.O.) AND ARE NOT PAINTED
5. METAL DOORS TO BE PAINTED AS INDICATED P1 – PAINT ONE SIDE (PROJECT SIDE)



CITY OF MADISON  
DEPT. OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY COUNTY BLDG RM. 115  
210 MARTIN LUTHER KING JR BLVD  
MADISON, WI 53703  
PHONE: 608-265-1751

MPD CENTRAL PROPERTY/GR10 INTERIOR WALL PAINTING  
211 SOUTH CARROLL STREET  
MADISON, WI

CONTRACT #	
MUNIS #	10956
DRWN BY:	LKA
DATE	07/09/20
REV:	

SHT  
A2

**SECTION 09 91 23  
INTERIOR PAINTING**

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3		
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**PART 1 – GENERAL**

**1.1. SCOPE**

- A. Where drawings and schedules calls for painted finishes, provide painted systems as specified herein. Work included: All interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- B. Surface Preparation
- C. Do not paint over any required labels or equipment identification, performance rating, name, or nomenclature plate or data cables
- D. The term "Paint", as used herein, means all coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers and other applied materials whether used a prime, intermediate, or finish coats.

**1.2. RELATED REFERENCES**

- A. Work under this section depends on applicable provisions from other sections and the plan set in this contract.

**1.3. SUBMITTALS**

- A. Product data: Submit manufacturer's technical information and application instructions for each material proposed for use.
- B. Samples: Provide two samples of each color and each gloss for each material on which the finish is specified to be applied.

**1.4. QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years documented experience.
- C. Before painting is started in any area, broom clean and remove excessive dust. After painting has begun in any given area, broom cleaning will not be allowed; Cleaning shall then be done only with commercial vacuum cleaning equipment.
- D. Provide adequate illumination in all areas where painting operations are in progress.

**1.5. DELIVERY, STORAGE AND HANDLING**

- A. Deliver products all materials to the project site in original, new and unopened containers bearing the manufacturer's name and label showing the following information:
  - 1. Manufacturer name; type of material
  - 2. Thinning and mixing instructions
  - 3. Manufacturer's stock number and batch number

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4. Application instructions
5. Color: Name and Number
6. Contents by volume of major pigment and vehicle constituents
- B. Paint materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area and as required by manufacturer's instructions.
- C. Store all materials used on the project in protected areas designated by the City Project Manager. Keep storage neat and clean. Remove used rags, waste and trash from the building every night and take every precaution to avoid the risk of fire.

**1.6. ATTIC STOCK**

- A. Upon completion of the work of this section, deliver to the project site, attic stock from the same production run, identified with labels. Paint to be factory sealed and not less than one gallon of each material applied. All stock to be inventoried and neatly located in an area designated by the project manager and provide inventory list to the project manager.

**1.7. GUARANTEE**

- A. Work and materials in this section shall be guaranteed to be free from defects for a period of one (1) year from date of final completion of project.
- B. Any defects, not due to or caused by faulty construction or material furnished or performed by other crafts, but due to defective materials and workmanship in painting and finishing, shall be repaired and corrected by the Painting Contractor without cost to the Owner.

**PART 2 - PRODUCTS****2.1. MANUFACTURERS**

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. All paint and cleaners shall be low VOC type.
- B. MANUFACTURERS: Hallman Lindsay, Pittsburg Paints, Sherwin-Williams, Diamond Vogel, Glidden
- C. COLORS AND GLOSSES: Owner will select colors to be used in the various types of paint specified and will be the sole judge of acceptability of the various glosses obtained from materials proposed to be used by the Contractor.
- D. UNDERCOATS AND THINNERS: Provide undercoat paint produced by the same manufacturer as the finish coat. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits. In so far as practical, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.

**2.2. APPLICATION EQUIPMENT**

- A. Use only such equipment as is recommended for application of the particular paint by the paint manufacturer.
- B. Include all required ladders, scaffolding, drop clothes, masking, scrapers, tools, dusters, cleaning solvents, and waste, as required to perform the work.

**2.3. COLORS**

- A. BASE COLOR THROUGHOUT: Nebulous White, Sherwin Williams #SW7063
- B. ACCENT COLOR: Aleutian, Sherwin Williams #SW6241
- C. HM DOORS & FRAMES: Nebulous White, Sherwin Williams #SW7063

**PART 3 - EXECUTION****3.1. EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Before starting any work, carefully examine surfaces to receive paint finishes for defects which cannot be corrected by the procedures specified herein under "Preparation of Surfaces" and which might prevent satisfactory painting results. Do not proceed until such damages are corrected. The commencing of work in a specific area shall be construed as acceptance of the surfaces, and thereafter the painting contractor shall be fully responsible for satisfactory work as required herein.

**3.2. PREPARATION OF SURFACES**

- A. Remove or mask hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.

- B. Clean and prepare surfaces to be painted in accordance with the manufacturer's instruction for each particular substrate condition and as specified. Remove oil and grease prior to cleaning.
- C. Seal surfaces that might cause bleed through or staining of topcoat.
- D. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Masonry
  - 1. Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions
- F. Gypsum Board
  - 1. Repair/patch irregularities with filler compound. Sand to a smooth level surface. Use tack cloth to remove dust and particles. Spot prime defects after repair and texture to match existing.
- G. Metal doors and frames
  - 1. Clean and sand shoulders at edge of sound paint; Touch up all bare metal with primer.

### 3.3. APPLICATION

- A. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
- C. Apply materials under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, brush marks, air bubbles, excessive roller stipple or other surface imperfections. Cut in sharp lines and color breaks.
- D. Apply materials at not less than the manufacture's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.
- E. Coverage and hide shall be complete. When color, stain, dirt or undercoats show through final coat of paint, the surface shall be covered by additional coats until the paint film is of uniform finish, color, appearance and coverage, at no additional cost to the Owner.
- F. Paint metal doors interior faces to the suite, including, top, bottom and side edges to match.

### 3.4. CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. At end of each workday, remove empty cans, rags, trash and other discarded paint materials from the project site.
- C. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- D. Provide "Wet Paint" signage to protect newly painted surfaces.

### 3.4 PAINT AND COATING SCHEDULE

- A. Surfaces to be painted as indicated on the drawings.
- B. High Performance Architectural Latex System
- C. Interior Gypsum Board Surfaces to be painted:
  - 1. One top coat typical: Interior Eggshell Latex with the exception of the following:
    - a. Restrooms, Breakrooms and Locker Rooms shall have Latex Semi-Gloss finish.
  - 2. Two top coats: Accent wall color as indicated on plans.
- D. Metal Surfaces to be painted including but not limited to doors and door frames
  - 1. Two top coats: Interior Eggshell Latex
- E. Interior CMU and concrete to be painted:
  - 1. One top coat: Interior Eggshell Latex

END OF SECTION



# EXHIBIT "C"

## 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 and complete the appropriate online form for the box you have checked:

### **All contractors:**

Access the online forms for Affirmative Action compliance at this link: [www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms](http://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms). If you do not already have an approved, current Affirmative Action Plan on file with the City of Madison, read the "Instructions for Completing City of Madison Affirmative Action Plan" at the above link. This will direct you to register for an account. If you already have an account you may click on the link for "Affirmative Action Plan for Vendors and Suppliers" to proceed. If you have never filed a plan or request for exemption, you must create an account in our online system. If you are exempt under Article IV, Sections C or D you will still need to create an account and go through some steps to confirm your exemption. Register for an account here: <https://elam.cityofmadison.com/citizenaccess>.

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](http://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](mailto: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.***



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# City of Madison

## CONTRACT FOR PURCHASE OF SERVICES

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.

**Order of Precedence:** In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

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. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

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. **NONDISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated 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 \$50,000 Aggregate Annual Business with the City*	\$50,000 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 \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE

EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(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 is in effect is less than fifty thousand dollars (\$50,000), 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 ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

#### ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

\_\_\_\_\_  
(Department or Division Head)

FOR THE CONTRACTOR:

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

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

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

17. **GOODWILL.**

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

18. **THIRD PARTY RIGHTS.**

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

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

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

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

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

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

22. **CONFLICT OF INTEREST.**

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

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation 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.

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. **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.
30. **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).
31. **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.
32. **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.
33. **COUNTERPARTS, ELECTRONIC DELIVERY.**
- This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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

**CONTRACTOR:**

\_\_\_\_\_  
(Type or Print Name of Contracting Entity)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

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

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

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

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

**Approved:**

By: \_\_\_\_\_  
David P. Schmiedicke, Finance Director

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

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

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

**Approved as to Form:**

By: \_\_\_\_\_  
Eric T. Veum, Risk Manager

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

By: \_\_\_\_\_  
Michael P. May, City Attorney

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

**For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:**

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

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

By: \_\_\_\_\_  
Mary Richards, Procurement Supervisor

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 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 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.

**For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):**

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



## CITY OF MADISON

# EXHIBIT "D"

(STC-Form: 12/18/2018)

1. General. Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.

As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.

2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.

### I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.

3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.

5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.

6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.

7. Pricing and Discount.

- a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.

8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.

9. Award.

- a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
- b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.

10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

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

11. Cancellation.

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

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

12. Specifications.

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

13. Regulatory Compliance.

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

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

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

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

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

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

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

19. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. Affirmative Action.

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

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

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

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated 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. 20.A.) at the time the Request for Exemption in 20.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 \$50,000 Aggregate Annual Business with the City*	\$50,000 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 20.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. 20.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 \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(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 is in effect is less than fifty thousand dollars (\$50,000), 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 ten thousand dollars (\$10,000), 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.)

21. Nondiscrimination. During the term of 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. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. 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.
24. 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.
  - Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:  
City of Madison  
ATTN: Risk Management, Room 406  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703  
The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
- Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
  - Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
- The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
  - Work not conforming to these warranties shall be considered defective.
  - This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed



by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at [www.municode.com](http://www.municode.com) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- a. Withholding of payments under an existing contract.
  - b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
  - c. Termination, suspension or cancellation of a contract in whole or in part.
  - d. Nonrenewal when a contract calls for optional renewals.
  - e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
    - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
    - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
  - f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. 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](http://www.cityofmadison.com/business/localPurchasing).
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). 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.).
33. 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 an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. 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](http://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.

34. 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.
- (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.



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](mailto:engineering@cityofmadison.com)  
[www.cityofmadison.com/engineering](http://www.cityofmadison.com/engineering)

# EXHIBIT "E"

**Deputy City Engineer**

Gregory T. Fries, P.E.

**Deputy Division Manager**

Kathleen M. Cryan

**Principal Engineer 2**

Christopher J. Petykowski, P.E.

John S. Fahrney, P.E.

**Principal Engineer 1**

Christina M. Bachmann, P.E.

Mark D. Moder, P.E.

Janet Schmidt, P.E.

James M. Wolfe, P.E.

**Facilities & Sustainability**

Bryan Cooper, Principal Architect

**Mapping Section Manager**

Eric T. Pederson, P.S.

**Financial Manager**

Steven B. Danner-Rivers

March 31, 2020

TO: All Contractors working on City of Madison  
Construction Projects

FROM: Rob Phillips, P.E. – City Engineer

RE: Continuation of work during COVID-19 Pandemic

In response to the declared Federal, State and Local public health emergencies and associated orders made due to the ongoing COVID-19 pandemic, and the obligations of all Contractors, under Sec. 108.1 of the City of Madison Standard Specifications for Public Works Construction (2020), to observe and comply with all Federal, State and Local laws, rules, ordinances, regulations, orders and decrees, it is necessary that the City and all public works contractors make changes in their workplaces. The purpose of this correspondence is to set forth documentation and reporting requirements related to COVID-19 exposure for all Contractors performing work with the City of Madison on any construction project to ensure compliance with these laws and orders.

**This policy is in force immediately. All City construction projects are set to resume construction on April 6, 2020.**

**Nothing in this communication shall be construed as directing Contractors to stop work on projects. Contractors shall continue work in accord with the guidance attached, unless directly ordered to stop by the City Engineer.**

**The attached STANDARDS are the minimum standards Contractors shall impose during the ongoing public health emergency. Contractors are encouraged to take additional measures to reduce the possibility of COVID-19 spread among their workforce and the public at large and to consult with their own human resources departments and legal counsel to ensure compliance with the Governor's orders and existing laws for the protection of your workforce.**

**EFFECTIVE IMMEDIATELY:**

All Contractors shall complete the attached **SCREENING** form for all employees and suppliers. This screening shall be completed at each jobsite on a daily basis. The forms from each worksite shall be scanned and provided to the City of Madison on a weekly basis. The screening documentation shall be emailed to Alane Boutelle [aboutelle@cityofmadison.com](mailto:aboutelle@cityofmadison.com).

In the event that a Prime Contractor knows or has reason to believe that any of its employees or any of the employees of its subcontractors performing work on a City of Madison construction project has contracted COVID-19 or been exposed to another person who has contracted COVID-19, the Contractor shall promptly remove the employee from the project site, provide notice thereof to the City Engineer or their agent and follow the steps detailed in the attached document titled '**RESPONSE**'.

The Contractor shall consider requests from vulnerable staff including (per CDC guidance) those listed below, to be given leave from work to remain safe at home:

- 1) People aged 65 years and older.
- 2) People with chronic lung disease or moderate to severe asthma.
- 3) People who have serious heart conditions.
- 4) People who are immunocompromised, including those undergoing cancer treatment.
- 5) People of any age with severe obesity (body mass index “BMI”  $\geq 40$ ).
- 6) People with underlying medical conditions, including diabetes, renal failure, or liver disease.

The purpose of this directive is to provide City of Madison Contractors with information necessary to take appropriate action on City worksites to ensure the health and safety of the Contractor’s employees, City employees, and members of the general public who are served by Municipal government. The City of Madison shall not seek information about individual employees that would violate their privacy rights under the Americans with Disabilities Act.

Contractors are encouraged to visit the Wisconsin Department of Health and Services’ website (<https://www.dhs.wisconsin.gov/covid-19/>) for information related to COVID-19 and its impact on public health and safety.

# Responding to a Suspected or Confirmed Positive Case of COVID-19

## Response

*If you have a suspected or confirmed case of COVID-19, it is recommended that you take the following steps.*

- 1. The Contractor shall remove the infected, or potentially infected, employee from the workplace or jobsite:** Before the employee departs, ensure you have a full list of affected employees who should be sent home (i.e., individuals who worked in close proximity (three to six feet) with them in the previous 14 days). For suspected cases, take the same precautions and treat the situation as if the suspected case is a confirmed case for purposes of sending home potentially infected employees.
- 2. The Contractor shall contact the local public health department.** If you have a suspected or confirmed case of COVID-19, you are required to contact the local public health department to report the situation and to get any advice from the department on steps to take to handle the situation.
- 3. The Contractor shall ensure a medical evaluation is completed:** The employee shall contact their primary care physician to discuss the symptoms that they are experiencing and follow any orders given.
- 4. The Contractor shall investigate:** Just as you would investigate a workplace injury (i.e., slip and fall), you must do the same for COVID-19, suspected or confirmed cases, and document your investigation. Investigating will also assist with the determination of work-relatedness of the confirmed case or exposure.

COVID-19 can be a recordable illness if a worker is infected as a result of an event or exposure in the work environment. However, employers are only responsible for recording cases of COVID-19 if all of the following are met:

- a. The case is a confirmed case of COVID-19 (see [CDC information](#) on persons under investigation and presumptive positive and laboratory-confirmed cases of COVID-19);
  - b. The case is work-related, as defined by [29 CFR 1904.5](#); and
  - c. The case involves one or more of the general recording criteria set forth in [29 CFR 1904.7](#) (e.g., medical treatment beyond first-aid, days away from work).
- 5. The Contractor shall identify corrective actions:** These items will include what measures should be put into place to prevent further spreading of the virus on the jobsite or in the workplace as well as future occurrences. Such measures may include the cleaning and sanitizing of the work area(s) and/or tools (hand and power) as well as reinforcing the guidelines for prevention outlined by CDC with others in the workplace and on the jobsite.
  - 6. The Contractor shall establish a procedure to follow up:** The Contractors shall communicate with both affected and non-affected employees on the status of the suspected or confirmed COVID-19 case, but are not to communicate the name of affected individuals or specific medical diagnoses. Where there is a confirmed case of COVID-19, the affected employees shall be notified and encouraged to follow up with their primary care physician or seek medical attention. If a suspected case tests negative, affected employees shall be notified and encouraged to return work.

# COVID-19 Standard Required Practices on City of Madison Construction Jobsites

*Updated: March 31, 2020*

## A. Personal Responsibilities

- a. It is critical that individuals NOT report to work while they are experiencing illness symptoms such as fever, cough, shortness of breath, sore throat, runny/stuffy nose, body aches, chills, or fatigue.
- b. The Contractor shall insure that individuals having or developing the symptoms noted above seek medical attention.

## B. Social Distancing

- a. To the extent possible, the Contractor shall not host large group meetings on site, and when meetings and work functions do take place employees shall keep a minimum 6 foot distance between people. Perform meetings online or via conference call whenever possible.
- b. To the extent possible and to limit the number of people on a jobsite, the Contractor shall allow non-essential personnel to work from home when possible.
- c. The Contractor shall prohibit hand-shaking and other contact greetings.

## C. Jobsite / Office Practices

- a. Communicate key CDC recommendations (and post signage where appropriate) to your staff and tradespeople:
  - [How to Protect Yourself](#)
  - [If You are Sick](#)
  - [COVID-19 Frequently Asked Questions](#)
  - **The Contractor shall place posters that encourage [staying home when sick](#), [cough and sneeze etiquette](#), and [hand hygiene](#) at the entrance to your workplace and in other workplace areas where they are likely to be seen.**
  - For OSHA Guidance on Preparing Workplaces for COVID-19 – go to [www.osha.gov](http://www.osha.gov)
- b. **On a daily basis** the Contractor shall ask questions 1-4 to all employees prior to entering the jobsite and log those responses on a weekly job site form (example attached).

### QUESTIONS 1-4

1. Have you traveled to a county or area that has a travel warning of level 2 or 3 as listed by the CDC in the past 14 days? [CDC Travel Warnings](#)

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, where have you traveled? \_\_\_\_\_

What was your date of return? \_\_\_\_\_

2. Have you, or anyone in your family, come into close contact (within 6 feet) with someone who has a suspected or confirmed COVID – 19 diagnosis in the past 14 days either at home or on a jobsite, etc.?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Have you had a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing in the past 14 days?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Are you currently experiencing a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing?

Yes \_\_\_\_\_ No \_\_\_\_\_

- c. **On a daily basis** the Contractor shall use thermal imaging equipment or laser thermometers to obtain and log employee temperatures prior to allowing them to enter the job site and log that information on a weekly job site form.

Regardless of the results of the temperature scan, if an employee answers “yes” to questions 3 or 4, they shall be asked to leave the jobsite immediately. Anyone asked to leave should not return to work until **72-hours** after they are free from a fever or signs of a fever without the use of fever-reducing medication.

- d. **On a weekly basis** the Contractor shall provide a copy of the weekly job site form to the City Engineer or their designee.
- e. **The Contractor shall not** allow high risk employees and/or those with underlying health conditions that result in their immune system being compromised to be on the job site.
- f. The Contractor shall provide and instruct employees to clean their hands often with an alcohol-based hand sanitizer that contains at least 60-95% alcohol (or similar effective cleaner such as a bleach solution), or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
- g. The Contractor shall provide soap and water and alcohol-based hand rubs (or similar effective cleaning solution) in the workplace. Ensure that adequate supplies are maintained. Place hand rubs in multiple locations or in conference rooms to encourage hand hygiene.
- h. The Contractor shall direct employees to wear work gloves when practical. Utilize disposable gloves where appropriate; instruct workers to wash hands after removing gloves.
- i. The Contractor shall ensure that employees maintain social distancing during lunch/break periods.
- j. To the extent possible, the Contractor shall direct employees to not share tools.
- k. The Contractor shall provide each employee personal protection equipment (PPE).
- l. The Contractor shall sanitize reusable PPE per manufacturer’s recommendation prior to each use.
- m. The Contractor shall ensure that used PPE is disposed of properly.
- n. The Contractor shall disinfect reusable supplies and equipment.



- o. The Contractor shall identify specific locations and practices for daily trash such as: paper, hand towels, food containers, etc. Instruct workers responsible for trash removal in proper PPE/hand washing practices.
- p. The Contractor shall direct staff to provide individual water bottles for their use on the job site.
- q. The Contractor shall provide and direct employees to utilize shoe sanitation tubs (non-bleach sanitizer solution) prior to entering/leaving jobsite.
- r. The Contractor shall instruct workers to change work clothes prior to arriving home; and to wash clothes in hot water with laundry sanitizer, or provide a laundry service for this purpose
- s. To the extent possible, the Prime Contractor shall limit the stacking of trades if possible.
- t. The Contractor shall provide and direct employees to utilize disposable hand towels and no-touch trash receptacles.
- u. If portable toilets are used on the job site the Contractor shall request additional/increased sanitation (disinfecting) of portable toilets and shall provide adequate hand cleaning materials such as alcohol based cleaners (greater than 60% alcohol), hand washing stations, or other similar cleaning solutions (such as bleach solutions).
- v. The Contractor shall avoid cleaning techniques, such as using pressurized air or water sprays that may result in the generation of bio-aerosols.
- w. The Contractor shall clean surfaces of service/fleet vehicles, steering wheel, gear shift, instrument panels, etc.; use aerosol sanitizers inside closed cabs.
- x. The Contractor shall, in regards to shuttling employees, ensure distancing and encourage workers to provide their own transportation where possible.

## **State of Wisconsin**

For unemployment COVID-19 Public Information – [Click here to access](#)

[illegible]