

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 10022-0-2021-BG

Title: Commissioning Consultant for Multiple Projects

City Agency: Engineering

Due Date: Thursday, May 13, 2021
2:00 PM CST

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Appendix A: Standard Terms & Conditions

Appendix B: Contract for Purchase of Services

Exhibit A – IC at Reindahl Park

Exhibit B – Door Creek Park Shelter

Exhibit C – Fire Station 6 Remodel

Exhibit D – CCB 1st Floor Remodel

Exhibit E – Men’s Homeless Shelter

1 NOTICE TO PROPOSERS

1.1 Summary

The City of Madison Engineering ("City") is soliciting Proposals from qualified vendors for Commissioning Consultant for Multiple Projects. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

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

Issue Date: Wednesday, April 14, 2021
Questions Due Date: Wednesday, April 28, 2021
Answers Posted Date: Friday, May 7, 2021
Due Date: Thursday, May 13, 2021, 2:00 PM CST

Selection/award may occur without interviews. If after reviewing proposals, interviews are desired by the evaluation panel, they will be scheduled approximately the week of 6/7/2021.

The City anticipates hiring a consultant(s) by the end of June 2021.

1.3 Format

Submit Technical and Cost Proposals (Form D) in separate, distinct parts within the proposal package.

Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted.

Electronic Proposal: One (1) complete copy. Cost and Technical Proposals should be separate files.

The City will not consider illegible Proposals.

Elaborate proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through E to City of Madison Purchasing Services by Thursday, May 13, 2021, 2:00 PM CST.

1.4 Labeling

All proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 10022-0-2021-BG
Title: Commissioning Consultant for Multiple Projects
Due: Thursday, May 13, 2021, 2:00 PM CST

All email correspondence must include RFP #10022-0-2021-BG in the subject line.

1.5 Delivery of Proposals

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

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

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

1.6 Appendix A: Standard Terms & Conditions

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

1.7 Appendix B: Sample Contract for Purchase of Services

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

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: http://www.cityofmadison.com/civil-rights/documents/RalSE_Job_Posting_Instructions.pdf

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, if applicable, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 Multiple Proposals

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

1.10 City of Madison Contact Information

The City of Madison
Engineering is the procuring
agency:

Jon Evans
City of Madison Engineering
PH: (608) 243-5893
jevans@cityofmadison.com

The City of Madison
Purchasing Services
administers the procurement
function:

Brittany Garcia
Purchasing Services
City-County Bldg, Room 407
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3346
PH: (608) 243-0529
FAX: (608) 266-5948
bids@cityofmadison.com

For questions regarding
Affirmative Action Plans please
contact:

Contract Compliance
Department of Civil Rights
City-County Bldg., Room 523
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
PH: (608) 266-4910
dcr@cityofmadison.com

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

1.11 Inquiries and Clarifications

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, ***in writing***, to the Purchasing Services administrator listed in Section 1.10.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.12 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.13 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

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

1.14 Local Vendor Preference

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

1.15 Oral Presentations/Site Visits/Meetings

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

1.16 Acceptance/Rejection of Proposals

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

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

1.17 Withdrawal or Revision of Proposals

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

1.18 Non-Material and Material Variances

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

1.19 Public Records

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

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

S. 19.36(5)

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

s. 134.90(1)(c)

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

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

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

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

1.20 Usage Reports

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

1.21 Partial Award

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

1.22 Tax Exempt

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

1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-

public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.24 Proposers Responsibility

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

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 General Information

The commissioning services are for five (5) facility projects located in Madison, WI that are pursuing LEEDv4 certification. Therefore professional commissioning services for the design and construction of the buildings are required. In addition as defined by LEEDv4, enhanced commissioning and energy modeling services are being included for these projects. The five buildings are:

1. Imagination Center at Reindahl Park (new construction),
2. Door Creek Park Shelter (new construction),
3. Fire Station 6 Remodel (major renovation),
4. City County Building Floor 1 Remodel (commercial interiors) and
5. The Men's Homeless Shelter (major renovation).

Building descriptions and general scope of work are included later in this document.

The following Exhibits also describe each project:

- A. Exhibit A – Imagination Center at Reindahl Park
- B. Exhibit B – Door Creek Park Shelter
- C. Exhibit C – Fire Station 6 Remodel
- D. Exhibit D – City County Building Floor 1 Remodel
- E. Exhibit E – Men's Homeless Shelter

Please note that firms selected for A/E services for one of these projects will not be considered for commissioning services on that project and vice-versa. The firm would not be excluded from submitting on the other projects (either as an A/E or commissioning consultant) and will not be penalized for only submitting on some of the projects; however this should be stated in the proposal. For example if ABC Engineering is the selected design MEP firm for Door Creek Park Shelter, they will not be considered for the Cx consultant for Door Creek Park Shelter, but would be considered for the other projects. The intent is that A/E team will be selected for each of these projects prior to selecting the commissioning consultant; however this is subject to change as the projects progress.

The selection process may result in up to three (3) consultants being selected for some combination of these five (5) projects. The winning consultant(s) and personnel assigned to these projects need to be licensed to perform engineering work in the State of Wisconsin and also have experience commissioning at least two (2) similar past projects for each of the five projects. In addition, schedules for these projects may overlap therefore the winning consultant(s) need to demonstrate ability and capacity to perform commissioning and energy modeling work on more than one of these projects simultaneously.

2.2 Consultant Scope Definition

The projects include commissioning, enhanced commissioning, and energy modeling services. These services will include documenting Owner's requirements, developing a commissioning plan, review of design submittals, O&M manual review, systems manuals, training, operations and warranty review, commissioning reports, and similar items. The scope of these projects includes energy modeling and simulation engineering services, and ongoing commissioning services after completion of construction. Commissioning, enhanced commissioning and energy modeling services shall meet the requirements of USGBC LEEDv4 design and construction criteria.

Systems to be commissioned shall include:

- The entire HVAC system including boilers, chillers, pumps, piping, and air distribution, and similar items.

- The building automation system for the HVAC system.
- The plumbing system including domestic hot water.
- The electrical systems including lighting fixtures and lighting controls.
- Renewable energy systems potentially including solar hot water heating and photovoltaic (PV) electrical power generation systems (if applicable).
- The building envelope and roofing systems.
- The emergency power generation system (if applicable).

The commissioning services shall ensure that building systems are designed, installed, functionally tested and capable of being operated and maintained to perform within the building design intent.

The Commissioning Authority shall provide supporting services for building improvements that will achieve LEED Certification-Silver following the U.S. Green Building Council's LEED BD+C: New Construction (LEED-NCv4) or LEED ID+C: Commercial Interiors (LEED-CIv4) Rating System (for a copy of the LEED-NC Rating System go to www.usgbc.org and click on LEED). The environmental sensitivity and high performance characteristics are part of the project objectives. The City is particularly interested in sustainable technologies that address waste reduction, energy efficiency, water efficiency, storm water management, materials and resources, indoor environmental quality, operations, and maintenance. All five of these projects have been or will be registered under LEEDv4.

A detailed scope of work follows this section. Consultants will be expected to perform the following, general services for each project:

1. Assist the City with development of the Owner's Project Requirements.
2. Provide professional commissioning services during the design of the project including development of the commissioning specification.
3. Assist the City's MEP engineering design consultants with development of Basis of Design documentation.
4. Provide energy modeling services.
5. Assist in the bidding process for the project.
6. Provide professional commissioning services during construction of the project.
7. Provide ongoing commissioning services after completion of construction.
8. Performance of the above shall include the following:
 - Make presentations to appropriate City user groups, and prepare appropriate presentation materials.
 - Meet and confer with City staff and others, including Focus on Energy, as needed or requested by the City, to complete all aspects of this project.
 - All commissioning services shall be in compliance with LEEDv4 requirements.
 - Prepare and distribute meeting minutes and reports as needed.

2.3 Building Descriptions

The five (5) facility projects are detailed in this section.

2.3.1 Imagination Center at Reindahl Park

This project consists of design and new construction of a co-located municipal government facility at Reindahl Park, 1818 Portage Road, Madison, Wisconsin, 53704. This is a LEEDv4 BD+C: New Construction project. New construction is expected to be approximately 30,000 SF. The Imagination

Center at Reindahl Park will be an innovative and dynamic public facility and Madison's tenth public library. Located at Reindahl Park (~90 acres) in northeast Madison, the Imagination Center will be more than just a library in a park. The center will be a transformational space that is responsive to community needs and furthers community aspirations. The Imagination Center will be a place for social connection, civic engagement, cultural expression, economic development, and health resources. The preliminary construction budget is \$10,600,000. Pre design is being completed in by Q3 2021. The remaining design phases shall be complete by Q4, 2022. Construction is anticipated to start in Q1, 2023

All six phases are requested for this project.

This is a LEEDv4 BD+C: New Construction project.

- Assume Minimum Energy Performance Option 1.
- Assume Enhanced Commissioning Option 1, Path 2. AND
- Assume Enhanced Commissioning Option 2 is included. Envelope testing during construction will be provided by the Contractor, but directed by Cx.

Assume no emergency power

Assume solar PV is included

2.3.2 Door Creek Park Shelter

The Madison Parks Department intends to build a new 4000 SF park shelter in Door Creek Park on the east side of Madison. This is a LEEDv4 BD+C: New Construction project. The Door Creek Park Shelter will be a City-owned and maintained facility. The shelter's primary function will be as a year round-space for community and private events. As a result, the majority of the building's footprint will be for event space with a goal of accommodating at least 120 people with banquet style seating. There will also be covered outdoor event space, which connects to the interior space for additional capacity. There will be restrooms with access for both event attendees and park visitors, and a catering kitchen for use by the shelter renters. The shelter will also include a garage for storage of equipment used to maintain Door Creek Park beyond the shelter. The rest of the building space will be for mechanical, electrical, and plumbing equipment and building storage. The preliminary construction budget is \$780,000. Design is partially completed with DD documents being developed mid-2021, construction documents and bidding late 2021 and construction in 2022.

Phase 1 (PD) and Phase 2 (SD) Services are not required for this project

This is a LEEDv4 BD+C: New Construction project.

- Assume Minimum Energy Performance Option 1.
- Assume Enhanced Commissioning Option 1, Path 2. AND
- Assume Enhanced Commissioning Option 2 is included. Envelope testing during construction will be provided by the Contractor, but directed by Cx.

Assume no emergency power

Assume solar PV is included

2.3.3 Fire Station 6 Remodel

This project is for the remodel of Fire Station #6 located on Madison's south side at 825 West Badger Road, Madison, WI 53713. This is a LEEDv4 BD+C: New Construction project. The goal of the project is to increase capacity at the existing location in anticipation of the Town of Madison annexation and to upgrade the facility to provide accommodations for a diverse workforce. The remodel will also incorporate operational and technological updates including mechanical upgrades and a redesign of living space for fire personnel to include separate gender facilities. Design is scheduled for 2021, with an intended construction start of early 2022. The construction budget is \$1,900,000.

Phase 1 Services (PD) are not required for this project

This is a LEEDv4 BD+C: New Construction project.

- Assume Minimum Energy Performance Option 1.
- Assume Enhanced Commissioning Option 1, Path 2. AND
- Assume Enhanced Commissioning Option 2 is included. Envelope testing during construction will be provided by the Contractor, but directed by Cx.

Assume emergency power is included.

Assume solar PV and solar hot water (existing) is included

2.3.4 City County Building Floor 1 Remodel

This project consists of multiple phases of design and construction for the remodeling of City staff offices (totaling ~16,000 SF) located on the first floor of the City-County Building (CCB) located at 210 Martin Luther King Jr. Blvd., Madison, Wisconsin, 53703. This will be a single LEEDv4 ID+C: Commercial Interiors project for several discontinuous, but proximate suites. It is anticipated that the design, construction, and warranty periods for this contract will span approximately 4 years (including the final construction warranty phase). Future renovations of City office space on the fourth and fifth floors of the CCB are also pending but not currently budgeted and not part of this scope of work. The first floor construction budget is \$3,800,000. Design is planned to occur from August 2021 through September 2022, with construction in 2023.

Phase 1 Services (PD) are not required for this project

This is a LEEDv4 ID+C: Commercial Interiors project.

- Assume Option 2 for EA Credit – Enhanced Commissioning – Monitoring –Based Commissioning
- Assume Option 1 for EA Credit – Optimize Energy Performance – Tenant-Level Energy Simulation

Assume emergency power is not included.

Assume solar PV is not included

2.3.5 Men's Homeless Shelter

This project consists of design and construction of a ~32,000 SF Permanent Men's Emergency Overnight Homeless Shelter at 2002 Zeier Road in Madison, WI. This is a LEEDv4 BD+C: New Construction project. The existing building at this site is being repurposed from Retail to the Homeless Shelter and requires extensive renovation and upgrades to all systems. The preliminary construction budget for this project is \$7,000,000. Design is planned for 2021 and construction is planned for 2022. However the site and scope is subject to change pending decisions from policy makers; if a change occurs it is likely that it will be a similar scope of work.

Phase 1 Services (PD) are not required for this project

This is a LEEDv4 BD+C: New Construction project.

- Assume Minimum Energy Performance Option 1.
- Assume Enhanced Commissioning Option 1, Path 2. AND
- Assume Enhanced Commissioning Option 2 is included. Envelope testing during construction will be provided by the Contractor, but directed by Cx.

Assume emergency power is not included.

Assume solar PV and solar hot water is included

2.3.6 Project Schedules

The following table includes estimated project schedules.

	2021				2022				2023				2024				2025			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Imagination Center at Reindahl Park	PD				SD	DD	CD		Bid/Construction				Post Construction							
Door Creek Park Shelter			DD	CD	Bid/Construction				Post Construction											
Firestation 6 Remodel		SD	DD	CD	Bid/Construction				Post Construction											
CCB Floor 1 Remodel			SD		DD		CD/Bid		Bid/Construction				Post Construction							
Men's Homeless Shelter		SD	DD	CD	Bid/Construction				Post Construction											

2.4 Detailed Scope of Work

The Commissioning Authority's services, for each of the five (5) projects, shall consist of the six (6) phases described below and shall be performed by the Commissioning Authority as principal.

2.4.1 PHASE I: PRE-DESIGN PHASE (PD)

1. Pre Design Phase has been completed and/or commissioning consulting services are not required.
2. Scope is limited to reviewing Pre-Design information to become familiar with project and if needed, answering questions about the commissioning process/scope from project team members.

2.4.2 PHASE II: SCHEMATIC DESIGN PHASE (SD)

1. Review all pre design and schematic design progress information provided by the City.
2. Assist the City with initial development of the Owner's Project Requirements. Assist the City with keeping the OPR up to date as the design progresses. The OPR is to include requirements for the exterior enclosure of the building.
3. Develop an energy simulation model of the building and provide simulations of different massing, assemblies and system options, including simple payback analysis. No LEED Baseline modeling is required at this phase. Assume that up to 10 features of the building will be modeled (such as insulation, window properties and placement, lighting targets or HVAC systems). Relative cost savings between the options will be considered; accuracy related to absolute savings should not be a key focus. The first costs for various options will be provided by either the City or the architectural and engineering consultants.
4. Review building design against ASHRAE 90.1-2013 Section 4.2.1.1 mandatory provisions. Assist the team with understanding how the mandatory provisions are to be incorporated into the project and what their impacts are likely to be.
5. Attend a Schematic Design Charrette Meeting, organized by the Architect, to develop clear and quantitative sustainability goals that; optimize energy efficiency, promote occupant productivity and health, and promote resource conservation and environmental responsibility. The charrette will be attended by the Architect and various disciplines of the design firm and its consultants. The sustainable design goal setting session shall be used to develop consensus of the strategies and technologies to be explored during design. The Architect will use COTE Top 10 as a goal setting tool. LEED Scorecards will not be developed at this point.
6. Review the schematic design documents, including the exterior enclosure, and provide comments.

7. The Commissioning Authority shall not proceed beyond Phase II without written authorization from the City's Designated Representative.

2.4.3 PHASE III: DESIGN DEVELOPMENT PHASE (DD)

1. Review all predesign, schematic design, and design development information provided by the City.
2. Perform focused reviews of the Architect's drawings and specifications.
3. Meet to review Owner's Project Requirements (OPR) with the City and Architect.
4. Assist the City and Architect to review the Basis of Design (BOD). Confirm that the BOD addresses exterior enclosures and responds to the OPR.
5. Develop an energy simulation model of the building and provide simulations of different equipment options for the building, including simple and life cycle payback analysis. Assume up to 6 options will be simulated. The equipment costs will be provided by the City or the architectural and engineering consultants. Include a LEED Baseline model to compare options to. LEED Baseline model to follow Section 4.2.1.1 of ASHRAE Standard 90.1-2013 and Appendix G Table 4.2.1.1. Comparison summary to follow Option 1 for EA Credit: Optimize Energy Performance in the LEED v4.0 system.
6. Assist Focus on Energy, architectural and engineering consultants with developing energy conservation measures for the building. This could include different equipment options or configurations to improve efficiency. It is assumed that the general systems will be selected prior to this phase. Assist with Focus on Energy with their bundling process. Provide opinion of the number of LEED points associated with each Focus on Energy Bundle and attempt to align energy simulations with Focus on Energy options. Focus on Energy program is based on a slightly different baseline energy model – WI State Code/IECC 2015/90.1-2013.
7. Meet and confer with the City and Architect where the engineering design team and the commissioning agent discuss integration issues between equipment, systems and controls to ensure that all responsibilities are clearly described in the Architect's specifications.
8. Perform focused reviews of the Architect's drawings and specifications. Confirm that mandatory provisions of 90.1-2013 Section 4.2.1.1 are being met.
9. Review Architect's Design Development Report. The Architect's report shall contain a narrative discussion of project goals and priorities developed as part of the charrette including a completed copy of the LEED assessment. The Architect's report shall contain opportunities and special features for design elements to address incorporating "Green Building" design materials and system(s) into the project design and shall include preliminary cost estimates associated with proposed green building design materials and system(s).
10. Prepare a draft commissioning plan that includes monitoring based commissioning requirements and building envelope testing requirements.
11. Develop draft commissioning specifications for all commissioned equipment that includes monitoring based commissioning requirements and building envelope testing requirements.
12. Meet and confer with City staff, users, and others as required to complete all design approval needs and completion aspects of design development phase.
13. The Commissioning Authority shall not proceed beyond Phase III without written authorization from the City's Designated Representative.

2.4.4 PHASE IV: CONSTRUCTION DOCUMENTS PHASE (CD) AND BIDDING PHASE

1. Review all construction document information provided by the City.
2. Perform focused reviews of the Architect's drawings and specifications.
3. Assist the City and Architect with development of the Basis of Design as needed. Review final version.

4. Update the energy simulation model of the final building design to include selected options and document final results of simulations to GBCI for LEED Review, including LEED baseline simulation. Simulations are to use Greenhouse gas emissions and energy cost as the basis of comparison. These simulations will also be the basis for Monitoring-Based Commissioning work during post occupancy.
5. Prepare final commissioning plan that includes monitoring based commissioning and building envelope testing requirements.
6. Prepare final commissioning specifications, including monitoring based commissioning and envelope testing requirements, for all commissioned systems and equipment.
7. Meet and confer with the City and Architect where the engineering design team and the commissioning agent discuss integration issues between equipment, systems and controls to ensure that all responsibilities are clearly described in the Architect's specifications.
8. Meet and confer with City staff, users, and others as required to complete all design approval needs and completion aspects of construction document phase.
9. Prepare addendum information as needed to answer commissioning related questions.
10. The Commissioning Authority shall not proceed beyond Phase IV without written authorization from the City's Designated Representative.

2.4.5 PHASE V: CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. Review all construction administration information provided by the City.
2. Coordinate and direct commissioning activities in a logical, sequential, and efficient manner using consistent protocols and forms.
3. Review construction shop drawing submittals in conjunction with Architect reviews.
4. The commissioning agent and City Construction Manager shall work in conjunction to coordinate all testing, inspecting and site specific activities pertaining to commissioning.
5. Review O&M manual documents for compliance with LEED V4.1 criteria.
6. Review systems manual documentation for compliance with LEED V4.1 criteria.
7. Plan and conduct commissioning meetings as needed, prepare and distribute minutes.
8. Review requests for information (RFI's) and change orders for impact on commissioning and Owner's objectives.
9. Write and distribute commissioning checklists for all applicable equipment. These checklists shall provide static inspections, pre-functional tests, functional tests, and set point adjustments.
10. Perform site visits, as necessary but no more than 12 site visits, per building project, to observe component and system installations. Attend selected construction jobsite meetings.
11. Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed.
12. Witness ductwork testing and cleaning, sufficient to be confident that proper procedures were followed.
13. Complete 10% of commissioning checklists for both static and pre-functional testing in parallel to the Contractors. Verify that 100% of the equipment checklists are completed by the Contractors.
14. Document systems start-up by reviewing start-up reports and by selected site observations.
15. Approve air and water systems balancing by spot testing (10%) and by reviewing completed reports.

16. Prepare functional performance test procedures for equipment and systems. Include manual functional testing, energy management control system trending, and may include stand-alone data-logger monitoring.
17. Analyze functional performance trend logs and monitoring data to verify performance.
18. Coordinate, witness, and document manual functional performance tests performed by the installing contractors. Coordinate retesting as necessary and in accordance with the requirements outlined within the commissioning specifications of the contract documents, until satisfactory performance is achieved.
19. Meet and confer with City staff, users, and others as required to complete all approval needs and completion aspects of construction administration phase. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling seasons. However, some overwriting of control values to simulate conditions shall be allowed.
20. Maintain a master deficiency log with internet access and a separate record of functional testing. Report all issues as they occur directly to the General Building Contractor. Provide written reports and test results with recommended actions and deficiency updates.
21. Review equipment warranties to ensure that the building owner's responsibilities are clearly defined.
22. Confirm the training of the building owner's operating personnel.
23. Review and approve preparation of the O&M manuals for commissioned equipment.
24. Confirm that Monitoring Based Commissioning procedures identified in the Cx Plan are completed. Review BAS trending to confirm analytics are performing properly.
25. Compile commissioning report. Provide commissioning summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, include a disposition of the Commissioning Authority regarding the adequacy of the equipment meeting the specifications, equipment installation, equipment functional performance and efficiency, equipment documentation, and operator training. All outstanding non-compliance items shall be specifically listed with recommendations for improvement.
26. Compile a systems manual that consists of owner objectives (by City), design narrative and basis of design (by Architect), performance matrix, space and use descriptions, single line drawings and schematics for major systems (by Architect), control drawings, sequences of control (by General Building Contractor), table of setpoints and implications when changing them, schedules, instructions for operations of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for retro-commissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with brief description of what to look for in them.

2.4.6 PHASE VI: POST-CONSTRUCTION PHASE

1. Return to site at the 6th month of normal operation to coordinate and supervise required seasonal of deferred testing and deficiency corrections and provide the final testing documentation for the commissioning report and O&M manuals.
2. Return to the site at the 10th month of the 12-month warranty period and review with the City's facilities maintenance staff the current building operation and the condition of the outstanding issues related to the original and seasonal commissioning. Interview City staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist City

staff in developing reports and documents and requests for services to remedy ongoing equipment problems.

3. Return to the site at the 3rd, 6th, 10th and 12th month of the 12-month warranty period Review the operation of data collection systems to meet requirements for Monitoring-Based commissioning protocols. Review monitoring based commissioning trends and analytics. Verify ongoing performance of energy conservation measures and green building strategies.

2.4.7 ALL TASKS OUTLINED IN PHASES I THROUGH VI ABOVE SHALL INCLUDE THE FOLLOWING

1. Make presentations to appropriate groups, and prepare appropriate presentation materials.
2. Meet and confer with City staff and others as needed or requested by the City, to complete all aspects of this project.
3. Meet and confer with the City's designated Architect as needed or requested by the City, to complete all aspects of this project. The Commissioning Authority shall assist the City's Architect in documentation efforts, providing all necessary supporting documentation directly related to the Commissioning Authority's engineering services.

3 POTENTIAL CONSULTANTS ARE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION:

3.1 Section 1 – General Information, Signatures and Required Guarantees and Certifications

Scoring will be weighted as follows:

- 5% for Local Vendor Preference
- 15% for Project Overview Qualifications
- 50% for Technical Approach and
- 30% for Cost.

3.2 Local Vendor Preference (5%)

See Section 1.14 and information [here](#).

1. (5%) Local Vendor Preference.

3.3 Section 2 – Project Overview Qualifications (15%)

The following two questions are prerequisites (this info can be put into an appendix):

1. (prerequisite) Intent to comply with the Affirmative Action Ordinance of the City of Madison.
2. (prerequisite) Intent to comply with the insurance requirements of the City of Madison.

Please respond to the following questions in order and clearly label what is being responded to.

The following 2 questions count for 15% of the scoring. Weight is shown in () before question.

1. (5%) Describe your team. Include a description of the qualifications, experience, organization and resources of the firm. Describe what sets your firm apart and makes it better than the competition. State firm (or firms) that will be on the team, location of the office from which this engagement will be serviced and the range of activities performed by the firm/team. Include names, titles, roles and responsibilities for each team member. Identify the project manager and primary contact. Include resumes for all team members (resumes can be in an appendix). If using subconsultants, indicate what portion of the work is to be done by them. Include a description of how the committed staff will manage workload from these simultaneous projects and their procedures to ensure that they have adequate capacity and quality control built into the process.
2. (10%) Case studies showing similar types of work previously completed, with the name and address of clients for whom the work was done. Key experience from at least two (2) similar past-projects, in the focus areas listed below, should be included such as LEED certified public

works or municipal facilities. Detailed information is encouraged. An ideal proposal would include a minimum of 5 and a maximum of 10 case studies covering these five project categories. Proposers are to indicate which cases studies they believe apply to each key experience category.

- a. Key experience for Imagination Center at Reindahl Park should include high performance, new construction, LEED certified library and community center projects.
- b. Key experience for Door Creek Park Shelter should include high performance, new construction, LEED certified park and community center projects.
- c. Key experience for Fire Station 6 Remodel should include high performance, major renovation, LEED certified fire station remodels. Experience with other, similar municipal buildings such as maintenance facilities or police stations would also be acceptable to meet the key experience requirement.
- d. Key experience for City County Building Floors 1/4/5 Remodel should include high performance, commercial interiors, LEED certified office and meeting space remodels. Experience with other types of tenant improvement projects for municipalities or local government would also be acceptable to meet the key experience requirement.
- e. Key experience for the Men's Homeless Shelter should include high performance, major renovation, LEED certified public assembly, mission house, or other types of commercial space deemed relevant by the proposer. The review team understands that this is a unique project and detailed case studies may be hard to develop.

3.4 Section 3 – Technical Qualifications (50%)

Please respond to the following questions in order and clearly label what is being responded to.

The following 4 questions count for 50% of the scoring. Weight is shown in () before question.

1. (20%) A description of techniques, software, approaches and best practices intended to be used in commissioning delivery scope for the project.
2. (10%) *Specific to Monitoring-Based Commissioning* - A description of techniques, software, approaches and best practices intended to be used in the monitoring-based commissioning scope for the project. How does your approach assist the City with operations and maintenance? What provides value vs. just meeting the LEED requirements?
3. (15%) A description of techniques, software, approaches and best practices intended to be used in energy modeling scope for the project, including LEED certification.
4. (5%) What challenges to you foresee for this project and how would you address them? Would you add or remove items from the scope to provide more value to the City? (Do not include fee details in this section – provide them with Form D, separate from the base fee). The Cost score will be calculated on the base fee included with Form D that meets the base scope outlined in the RFP, excluding additions or deductions.

3.5 Section 4 – Cost (30%)

See Form D.

This section counts for 30% of the scoring. Provide a cost and hours breakdown by Project and by Phase. Also indicate if a discount would be provided if awarded more than 1 project.



Form A: Signature Affidavit

RFP #: 10022-0-2021-BG Commissioning Consultant for Multiple Projects

This form must be returned with your response.

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

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

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

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 10022-0-2021-BG Commissioning Consultant for Multiple Projects

This form must be returned with your response.

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

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Exhibit A – IC at Reindahl Park	N/A	
Exhibit B – Door Creek Park Shelter	N/A	
Exhibit C – Fire Station 6 Remodel	N/A	
Exhibit D – CCB 1 st Floor Remodel	N/A	
Exhibit E – Men's Homeless Shelter	N/A	
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

RFP #: 10022-0-2021-BG Commissioning Consultant for Multiple Projects

This form must be returned with your response.

COMPANY INFORMATION

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

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms:

<https://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers>

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

ORDERS/BILLING CONTACT

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

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

LOCAL VENDOR STATUS

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

CHECK ONLY ONE:

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



Form D: Cost Proposal

RFP #: 10022-0-2021-BG Commissioning Consultant for Multiple Projects

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Imagination Center at Reindahl Park (new construction)

Phase	Cost	Hours
I: PRE DESIGN		
II: SCHEMATIC DESIGN		
III: DESIGN DEVELOPMENT		
IV: CONSTRUCTION DOCUMENTS/BIDDING		
V: CONSTRUCTION		
VI: POST CONSTRUCTION		
TOTAL		

Door Creek Park Shelter (new construction)

Phase	Cost	Hours
I: PRE DESIGN	N.I.C.	N.I.C.
II: SCHEMATIC DESIGN	N.I.C.	N.I.C.
III: DESIGN DEVELOPMENT		
IV: CONSTRUCTION DOCUMENTS/BIDDING		
V: CONSTRUCTION		
VI: POST CONSTRUCTION		
TOTAL		

Fire Station 6 Remodel (major renovation)

Phase	Cost	Hours
I: PRE DESIGN	N.I.C.	N.I.C.

II: SCHEMATIC DESIGN		
III: DESIGN DEVELOPMENT		
IV: CONSTRUCTION DOCUMENTS/BIDDING		
V: CONSTRUCTION		
VI: POST CONSTRUCTION		
TOTAL		

City County Building Floor 1 Remodel (commercial interiors)

Phase	Cost	Hours
I: PRE DESIGN	N.I.C.	N.I.C.
II: SCHEMATIC DESIGN		
III: DESIGN DEVELOPMENT		
IV: CONSTRUCTION DOCUMENTS/BIDDING		
V: CONSTRUCTION		
VI: POST CONSTRUCTION		
TOTAL		

Men's Homeless Shelter (major renovation)

Phase	Cost	Hours
I: PRE DESIGN	N.I.C.	N.I.C.
II: SCHEMATIC DESIGN		
III: DESIGN DEVELOPMENT		
IV: CONSTRUCTION DOCUMENTS/BIDDING		
V: CONSTRUCTION		
VI: POST CONSTRUCTION		
TOTAL		

DISCOUNT IF AWARDED MORE THAN ONE PROJECT	
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COMPANY NAME



Form E: References

RFP #: 10022-0-2021-BG Commissioning Consultant for Multiple Projects

This form must be returned with your response.

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

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

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

COMPANY NAME



Form E: References

RFP #: 10022-0-2021-BG Commissioning Consultant for Multiple Projects

REFERENCE #4 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



CITY OF MADISON

(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 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.
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 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.



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. 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

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

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

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City of Madison

CONTRACT FOR PURCHASE OF SERVICES

(Design Professionals)

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. This order will constitute authorization to proceed.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in 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.
- 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 contractors and/or any subcontractor's negligent acts, errors or omissions, in the performance of this Agreement.

27. **INSURANCE.**

- A. 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 coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 27.C., below.

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.

- B. 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.
- C. 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.
- D. Notice of Cancellation. 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. **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.

32. **COUNTERPARTS, ELECTRONIC SIGNATURE AND 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; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. 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:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, 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.

Exhibit A - Imagination Center at Reindahl Park

IMAGINATION CENTER AT REINDAHL PARK PROJECT OVERVIEW

In addition to the information below, more Imagination Center information can be found online at [“Imagination Center at Reindahl Park”](#) webpage.

A. Introduction

1. This project consists of design and new construction of a co-located municipal government facility at Reindahl Park, 1818 Portage Road, Madison, Wisconsin, 53704. **New construction is expected to be approximately 30,000 SF.** In addition to building design, the A/E is expected to provide landscape design services for the surrounding area. See Exhibit-H, Extents of Scope plan for approximate area of scope.
2. Design services for this project will be conducted in two (2) Steps. Step 1 will fulfill the Pre-Design (Phase I) and will be executed in Q1 of 2021. Step 2 will build on prior work to complete Schematic Design, Design Development, Construction Documents, Bidding Documents, and Construction Administration (Phase II – VI). Step 2 is expected to begin in Q1 of 2022.
3. The Contract will be active for approximately (4.5) years from contract signing through the end of the warranty period. Note a portion of this time will be a project hold, refer to Completion Schedule for more information.
4. The construction contract shall be bid out as a Public Works contract by the City of Madison.
5. For Both Step 1 and Step 2, the A/E shall be responsible for the design of all architecture, civil, mechanical, electrical, plumbing, structural, fire protection, and exterior signage. Specialty work - to be included in the A/E's scope - includes civil engineering, acoustical, technology, audio/visual, cost estimation, interior signage (room/code signage, wayfinding); furniture (selection/specifications) and LEED.
6. The full design scope (Step 1 & 2) includes the development and preparation of programming and conceptual plans, space designs, plans and specifications, preparation of bid documents, assistance in the bid process, and construction and warranty phase administration for private and open office space, meeting rooms, and support space.
7. The A/E design services for this Scope (Step 1 & 2) shall include plans and specifications for site planning, landscaping, architectural design of interior and exterior spaces, finishes, MEP/FP/T (mechanical, electrical, plumbing, fire protection, and technology) systems design, constructions specifications, and cost estimating as noted within this exhibit.

B. Vision

The Imagination Center at Reindahl Park will be an innovative and dynamic public facility and Madison's tenth public library. Located at Reindahl Park (~90 acres) in northeast Madison, the Imagination Center will be more than just a library in a park. The center will be a transformational space that is responsive to community needs and furthers community aspirations. The Imagination Center will be a place for social connection, civic engagement, cultural expression, economic development, and health resources. The development of the Imagination Center represents a new model of inter-agency cooperation and public facility planning in the City of Madison.

C. Background

Madison Public Library has been exploring the Imagination Center concept for almost a decade. In 2014, the Library embarked on a strategic planning process for library services on the east side of Madison. Library staff spent two years conducting research and talking with community members through an innovative engagement program called *Tell Us: Cuéntenos*. During the strategic planning process, over 330 participants shared their thoughts with the Library through a combined 52 conversations. The collective community input formed the basis of the strategic plan and its recommendations.

A Strategic Plan for Eastside Growth was completed and adopted by the Library Board and Common Council in 2016. The primary recommendation of the plan is the construction of the Imagination Center, to be located at Reindahl Park. According to the eastside plan, “This northeast site (Reindahl Park)

meets a top criterion for a major capital expenditure, which is having the necessary population density for service. Every other advantage this site has is just as critical. Primarily, with neighboring Sandburg Elementary as the only eastside MMSD school outside of a five-minute drive area from a library, this site took particular priority. With additional equity factors mentioned in the site scenarios and the infrastructural convenience—highly visible placement, array of transit options, ability to locate multiple agencies, share green space, and complement future growth and development—this site meets the Library’s goals for equitable service.”

Although the Eastside Strategic Plan laid the foundation for the Imagination Center project, more work to define the Imagination Center ensued. Library staff embarked on another planning process to define the scope of the Imagination Center project in October 2018. The Library organized conversations with stakeholders including neighbors, service providers, businesses, and other interested parties. In addition, library staff attended community events and worked extensively with Madison youth through planning sessions and interactive activities. As a result, an additional 425 community members shared their thoughts with library staff through 112 community conversations.

To summarize these conversations and staff research, the Library published Imagination Center at Reindahl Park Scoping Study in March 2020, adopted unanimously by the Library Board and the Board of Park Commissioners. The Scoping Study identifies the community vision for the Imagination Center and contains 19 recommendations classified among five categories: social forum, civic innovator, holistic health advocate, cultural platform, and economic engine. The recommendations range from immigration and citizenship resources to digital inclusion and childcare. The Scoping Study should serve as a guide for design and operation of the Imagination Center.

During the last six years of planning, over 755 individual community members have engaged library staff through conversations around the Imagination Center project. There are a variety of committed leaders and important stakeholders involved in the planning process for the center. Some of these stakeholder groups include:

1. Madison Public Library Board and the City of Madison Board of Park Commissioners (official oversight bodies for the project)
2. Area non-profits
3. Library and City of Madison staff
4. Reindahl Park users
5. Residents of surrounding neighborhoods
6. Area youth including students at Sandburg and Hawthorne Elementary School as well as East High School
7. Madison College students, staff, and administration
8. Local businesses
9. General public

The A/E team will be expected to regularly attend meetings of these various groups and to work with the Library to execute a robust engagement process that includes conversations, meetings, workshops, virtual engagement, and other strategies to ensure that these stakeholders shape the Imagination Center throughout the design process.

D. Summary of Progress to Date:

1. 2014: The Library begins planning for the eastside strategic plan.
2. 2014-2016: Library staff spends two years conducting research and outreach to develop the eastside strategic plan. Library staff uses Tell Us: Cuéntenos, an innovative public engagement program, to collect, develop, and record the results of community conversations.
3. 2016: The Library Board and the Common Council adopt Communities Inspiring Libraries: A Strategic Plan for Eastside Growth, which contains the primary recommendation of building the Imagination Center at Reindahl Park.

4. 2018: The Library starts the planning process for the Imagination Center Scoping Study.
5. 2018-2019: Library staff identifies stakeholders and hosts community conversations throughout Madison around the Imagination Center project. Library staff conducts demographic and service research.
6. 2020: The Library Board and Board of Park Commissioners adopts the Imagination Center Scoping Study (3/11/2020) and directs next steps on design, development, and funding.

E. Location

Imagination Center at Reindahl Park will be located at 1818 Portage Road, within the Park's parcel (PARCEL #: [251/0810-283-0097-9](#)). The park is approximately 90.7 acres and offers many existing recreational opportunities for visitors including nine soccer fields, eight tennis courts, a basketball court, playground, Splash Park, and the only public cricket field in Madison. It is also home to 260 community garden plots, recreational paths, and a reserveable park shelter. Reindahl Park is owned by the City of Madison and managed by the Madison Parks Division.

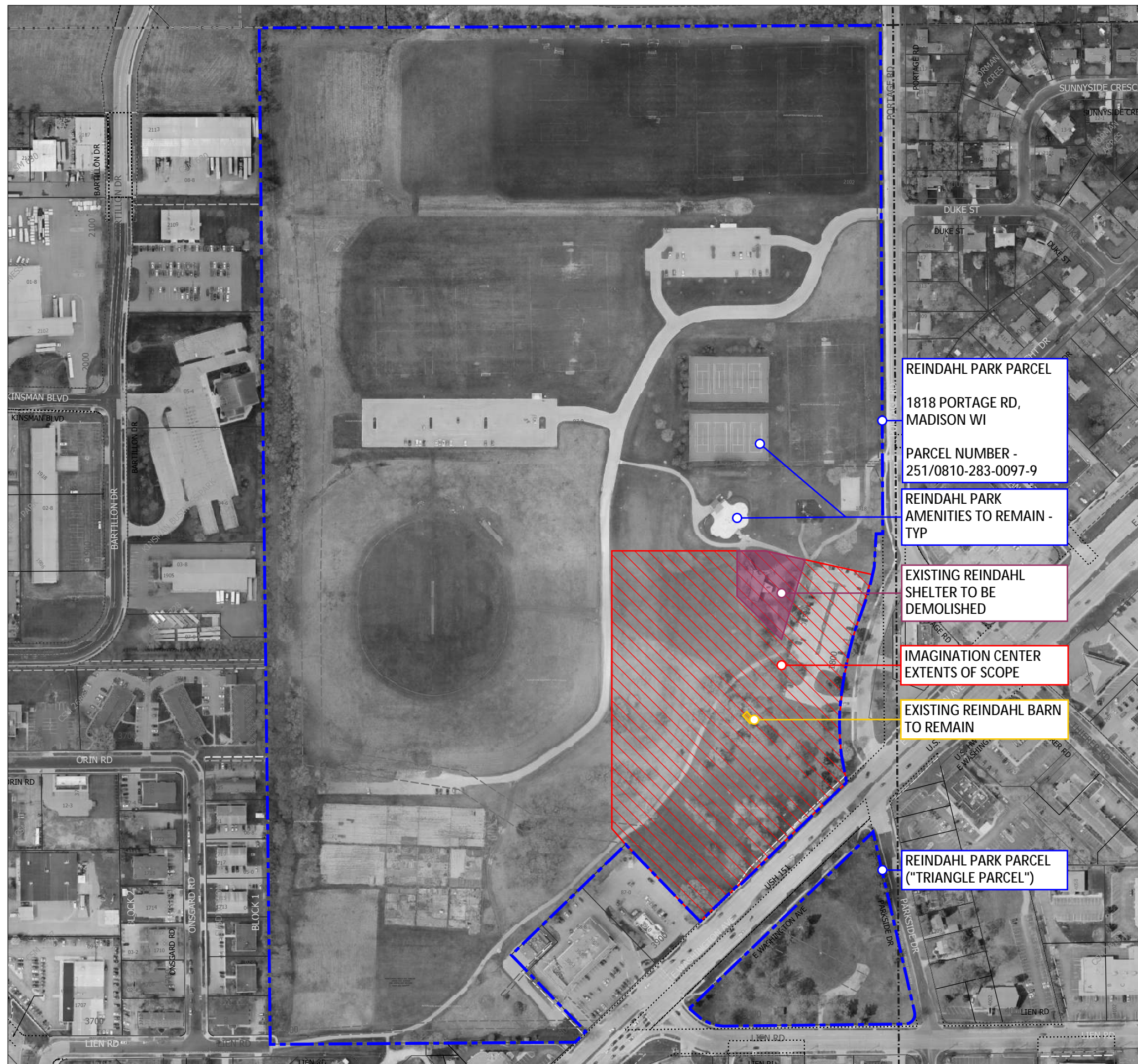
F. Facility Function and Program

A Strategic Plan for Eastside Growth recognizes five critical roles the Imagination Center will take on. Those roles, stated below, were further articulated in Imagination Center at Reindahl Park Scoping Study. Prospective bidders are encouraged to review both documents to better understand the project's programmatic basis. Below is a brief summary of each critical role and possible spaces that may be included:

1. **Social Forum:** The Imagination Center should aim to maximize potential for social mixing at Reindahl Park. Meeting and gathering rooms, food preparation, teen spaces, and Anji Play areas are likely to be found in the Imagination Center
2. **Civic Innovator:** The Imagination Center should expand the Library's efforts to increase public engagement and involvement in northeast Madison. Spaces that allow for digital engagement, civic activities and citizenship / immigration services are likely to be included.
3. **Holistic Health Advocacy:** The Imagination Center should promote access to health care opportunity and should prioritize health literacy. Spaces for health services, environmental education, outdoor workspaces and gardening areas will be discussed during the programming stage.
4. **Cultural Platform:** the Imagination Center must increase culturally diverse and relevant educational and recreational opportunities. Stakeholders have requested artist-in-residence spaces, media programming and digital creation spaces, and gallery spaces that hold culturally-representative materials.
5. **Economic Engine:** the Imagination Center shall be a destination for those looking to expand their knowledge and abilities. Stakeholders have emphasized the need for digital inclusion, literacy classes, financial empowerment, and Child Care for the surrounding area. The Imagination Center programming exercises will explore what spaces are needed to provide these types of services.
6. **Park Shelter:** Reindahl Park's existing shelter will be demolished in anticipation that its functions will be included in the Imagination Center's programming. Stakeholders expect a covered outdoor meeting space with adjacent storage, restrooms, and possibly concessions'.
7. **Co-location:** It is the Imagination Center's goal to co-locate the above critical roles by designing spaces that are adaptable and dual-functioning. The City seeks to minimize specialized spaces and maximize versatility of the building

G. Project Budget

1. The preliminary budget estimates for this project are as follows.
2. ~\$10,600,000: Construction costs (including a 15% design contingency, 8% construction contingency, and 5 year cost escalation)
3. ~\$990,000 for furnishings to be bid via purchasing.
4. ~\$300,000 for AV equipment to be bid via purchasing.
5. ~\$50,000 for interior signage to be bid via purchasing.



REINDAHL PARK PARCEL

1818 PORTAGE RD,
MADISON WI

PARCEL NUMBER -
251/0810-283-0097-9

REINDAHL PARK
AMENITIES TO REMAIN -
TYP

EXISTING REINDAHL
SHELTER TO BE
DEMOLISHED

IMAGINATION CENTER
EXTENTS OF SCOPE

EXISTING REINDAHL BARN
TO REMAIN

REINDAHL PARK PARCEL
("TRIANGLE PARCEL")

Exhibit B - Door Creek Park Shelter

DOOR CREEK PARK SHELTER PROJECT SUMMARY

Vision

The Door Creek Park Shelter will provide a quality parks facility experience to the Door Creek Neighborhood and Madison community.

Location

The Door Creek Park Shelter will be located in [Door Creek Park](#) on the east side of Madison between Milwaukee Street and County Highway BB (Cottage Grove Road). The park spans multiple parcels but the shelter will be located on the 7035 Littlemore Drive Parcel (0710-014-0202-4). The site has existing amenities including a parking lot, tennis and basketball courts, and bike and ski paths. The City of Madison Parks Commission approved a [master plan](#) for the site in 2008, which proposed the area south of the parking lot as the future shelter site.

Summary of Facility

The Door Creek Park Shelter will be a City-owned and maintained facility. The shelter's primary function will be as a year round-space for community and private events. As a result, the majority of the building's footprint will be for event space with a goal of accommodating at least 120 people with banquet style seating. There will also be covered outdoor event space, which connects to the interior space for additional capacity. There will be restrooms with access for both event attendees and park visitors, and a catering kitchen for use by the shelter renters. The shelter will also include a garage for storage of equipment used to maintain Door Creek Park beyond the shelter. The rest of the building space will be for mechanical, electrical, and plumbing equipment and building storage.

Door Creek Park Shelter Program

The target building size is approximately 4,000 SF and the target construction cost is approximately \$780,000 (including general conditions, contractor's fees, and 8% BPW contingency).

Building Function:

- **Reservable Community Space** 2,000 SF
- **Catering Kitchen** – 400 SF
- **Restrooms** – 600 SF
- **Garage** 400 SF
- **Equipment/Storage Rooms** – 600 SF

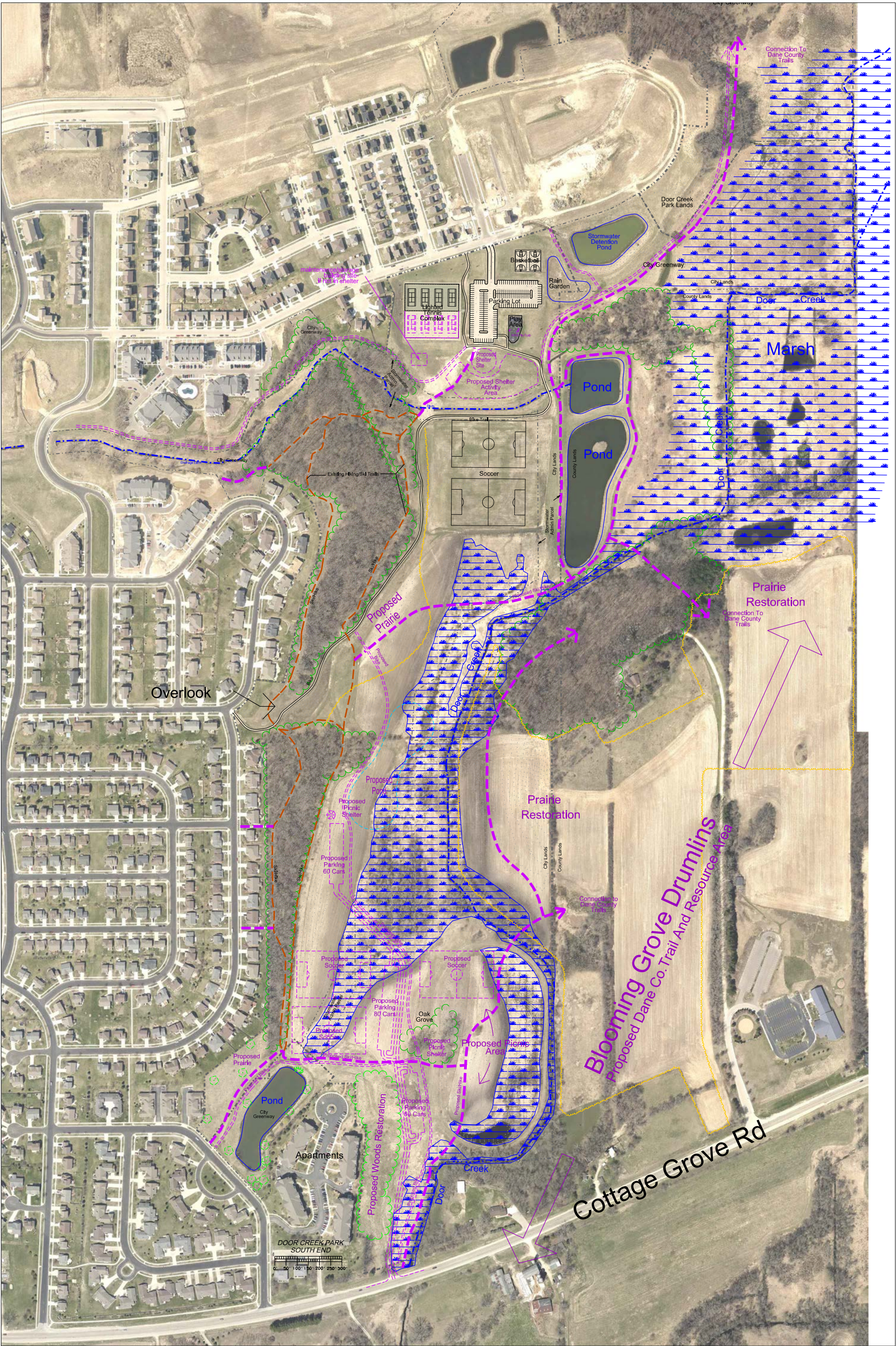


Exhibit C - Fire Station 6 Remodel

FIRE STATION 6 DETAILED PROJECT OVERVIEW

- A. This project is for the remodel of Fire Station #6 located on Madison's south side at 825 West Badger Road, Madison, WI 53713. The goal of the project is to increase capacity at the existing location in anticipation of the Town of Madison annexation and to upgrade the facility to provide accommodations for a diverse workforce. The remodel will also incorporate operational and technological updates including mechanical upgrades and a redesign of living space for fire personnel to include separate gender facilities. Design is scheduled for 2021, with an intended construction start of early 2022.
- B. This single contract with the A/E shall be for all design phases, bidding phase, construction administration phase and warranty administration phase. It is anticipated that the contract shall take approximately three (3) years from contract signing through the end of the warranty phase.
- C. The construction contract shall be bid out as a Public Works contract by the City of Madison.
- D. The estimated construction budget, which does not include A/E Fees, Development Costs, 8% Board of Public Works Contingency, or FFE is \$1,900,000.
- E. The full design scope includes the development and preparation of programming and conceptual plans, space designs, plans and specifications, preparation of bid documents, entitlement approval documents, assistance in the bid process, and construction and warranty phase administration for an addition to the apparatus bay for storage, site improvements to stormwater management (schematic design), remodel of second-floor sleeping spaces/offices/locker rooms, remodel of entry area/kitchen, upgrades and/or replacement as applicable for all finishes, mechanical, electrical, plumbing, fire suppression, and technology systems throughout the facility. The A/E design services for this contract shall include plans and specifications for site planning (as needed), landscaping, architectural design of interior and exterior spaces, finishes, MEP/FP/T (mechanical, electrical, plumbing, fire protection, and technology) systems design, construction specifications, and cost estimating as noted within this exhibit.

F. Site/Building Program Summary:

Exterior/Site	Seek improvements to parking area on east side of the building to mitigate/improve stormwater management at the building entrance at the schematic design level. Assume removal and replacement of asphalt paving, installation of landscaping improvements near addition and possible installation of trash enclosure.
East Entrance	Reconfigure space at existing entrance to include at least one accessible gender neutral toilet room and one accessible comfort room. Include space in this area for coat storage or Community Room furniture storage.
Community Room	Update existing Community Room finishes, furniture, and technology/AV equipment. Consider storage options for tables and chairs and AV equipment in order to allow flexibility to set up different room configurations.
Kitchen/Dining	Update kitchen cabinets and pantry cabinets, countertop, and finishes including wall finishes, flooring materials, and ceiling tile. The existing appliance/fixture/equipment layout is functional and should remain. Reuse of existing appliances in good condition is acceptable however, assume replacement of existing range. Assume any replaced appliances are owner furnished, but all building services to support the appliances to be included in design scope
Apparatus Bay Addition	Provide additional space in apparatus bay for storage, workshop, handwashing sink and dedicated turnout gear laundry room. This may involve reconfiguring existing spaces along the west side of the apparatus bay and construction of an addition.. There may be an opportunity to also include a trash enclosure in this area of the site.
Second Floor Renovation	Renovate entire second floor to include 6-8 sleeping chambers (6 minimum), 3-4 restrooms (3 minimum), lockers, computer/study stations, watch room/office, Officer's suite, and related support spaces. Assume removal of sloped area of glass entrance at apparatus bay to increase second floor area. Programming details from previous City of Madison fire station projects can be provided after award of contract.
Additional Improvements	Investigate opportunities to remove lowest run of stair for additional storage space, to remove one stair, to install fire separation between apparatus bay and living space, to make improvements to grease trap, to improve building air tightness, and to raise finished ceiling height in exercise room.

G. Building Systems Summary:

General Requirement	The facility shall be designed to LEED NC (New Construction and Major Renovation) v4.0 Silver certification minimum. The project will be registered and certified. Registration and certification costs to USGBC are by owner. All design services to achieve the LEED goal should be included in the A/E fee.
Building	The existing building was constructed in 1988 and is being reused due to its quality construction. As noted in the programming section, there is an anticipated addition to the apparatus bay to accommodate some of the programming elements. Assume the roof is in good condition and that no roof replacement or repair work is being planned at this time. Most existing windows have been replaced, but there may be units at the second floor that require replacement as part of this work.
Furnishings	Designer will need to accommodate furnishings in their drawings to ensure proper fit, but City will be responsible for specifying/procuring/installing all furnishings on the project.
Fire Suppression	The living space is fully sprinklered, but may require modifications to meet current codes/standards, Madison Fire Department requirements and coverage. Assume upgrade of existing fire protection system throughout building and addition of new suppression system branches in apparatus bay and addition. Assume the water service to the building is adequate and won't be moving.
Plumbing	Assume there will be complete replacement of plumbing systems and fixtures at the second floor. Reuse of existing fixtures at the first floor would be ideal if the existing fixtures meet efficiency standards otherwise, replacement would be required. The existing solar hot water system that preheats the domestic hot water in the building will remain and continue to be part of the plumbing system.
HVAC/Mechanical	Assume replacement of existing HVAC system and equipment. Existing system is DX Cooling and gas heat via furnaces. New mechanical system to use hydronic heat and/or consider geothermal as a source/sink. Air distribution by VAV and/or DOAS is preferred. A water cooled VRF system could also be considered. System design to meet both WI Code and LEED Rating system requirements. Air borne pathogen transfer is also to be mitigated with the new HVAC system design. Designer to plan to locate all HVAC equipment inside the building and not utilize roof top equipment. The building's Jace was recently updated, but new control wiring to new HVAC/Mechanical systems should be assumed.
Electrical	Assume the existing electrical service is adequate and not being replaced or relocated. Assume removal and replacement of existing electrical panels. Assume an emergency generator connection and transfer switch will be included. Assume removal of existing lighting systems – both interior and exterior and replacement with LED lighting. Assume design will include a solar PV system included with the project as a construction add alternate.
Communications	Consider existing location of IT closet to determine any opportunity for improved placement. Provide ample wi-fi throughout the building. Assume existing fiber connection to the building is adequate unless IT closet gets relocated. Assume full A/V design for community room. Assume some changes to network drops (moved and added) may be required. Design will include a USDD Fire Station Alerting System.
Electronic Safety and Security	Assume inclusion of a complete fire alarm system that meets all current code and Madison Fire Department requirements. Assume inclusion of a complete electronic credential system throughout the facility that eliminates the need for users to have a physical key. Include infrastructure (i.e. conduits/space/etc.) for future replacement of surveillance cameras, wiring, and head-end equipment.
Utilities	Further analysis will be needed, but it should be assumed that all existing below grade utilities are in good condition and will remain.

FIRE STATION NO. SIX

CITY OF MADISON FIRE DEPARTMENT

MADISON, WI.


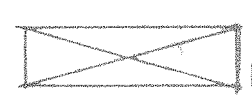
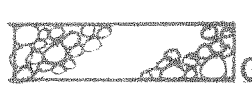
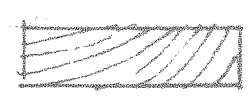


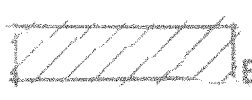
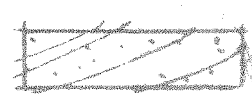
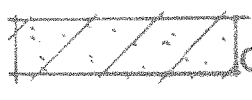




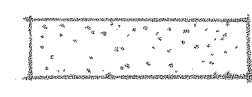

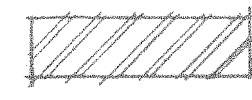
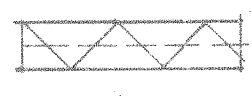
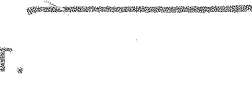



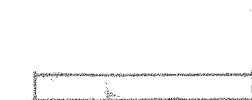
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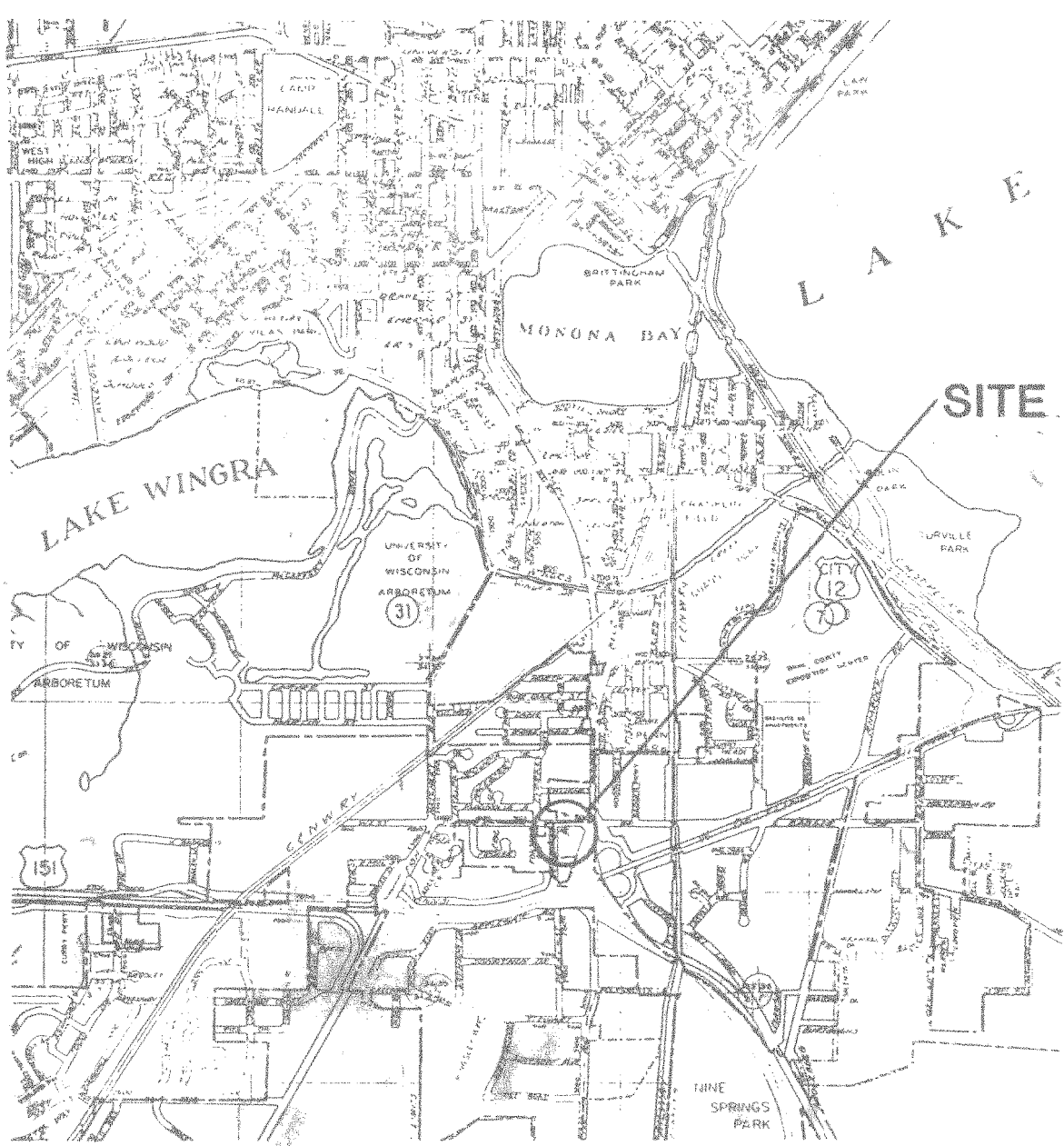
ARCHITECTS

ARNOLD & O'SHERIDAN

CONSULTING ENGINEERS

MATERIALS SYMBOLS



LOCATION PLAN

CONTRACT NO. 009

SHEET INDEX

SITE PLAN/LANDSCAPE PLAN	A1
LOWER LEVEL PLAN	A2
UPPER LEVEL PLAN	A3
ATTIC LEVEL PLAN	A4
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UPPER LEVEL REFLECTED CEILING PLAN	A6
NORTH & WEST ELEVATIONS	A7
SOUTH & EAST ELEVATIONS	A8
BUILDING SECTION & DETAILS	A9
BUILDING SECTION & DETAILS	A10
BUILDING SECTION & DETAILS	A11
BUILDING SECTIONS & DETAILS	A12
BUILDING SECTIONS & DETAILS	A13
INTERIOR ELEVATIONS & DETAILS	A14
DETAILS	A15
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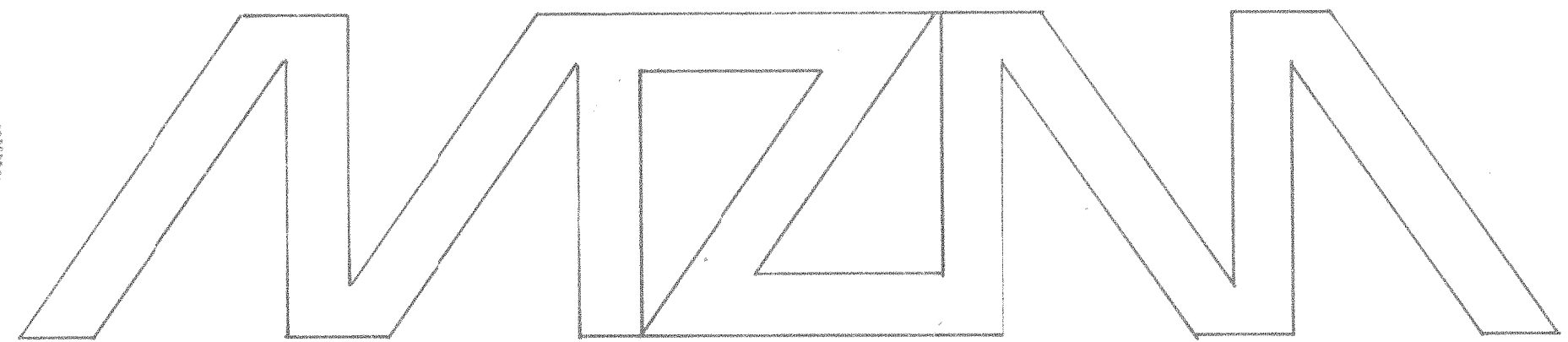
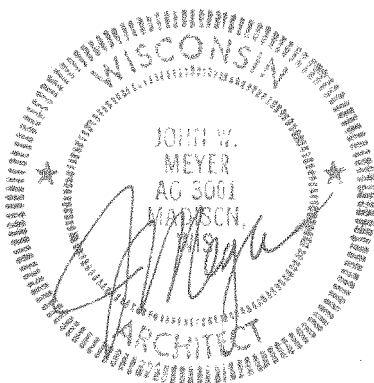
FOUNDATION PLAN	S1
UPPER LEVEL FLOOR FRAMING PLAN	S2
ROOF FRAMING PLAN	S3

MECHANICAL/ELECTRICAL SITE PLAN	ME1
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FIRST FLOOR - PLUMBING	P1
SECOND FLOOR - PLUMBING	P2
PLUMBING DETAILS / ISOMETRICS	P3

FIRST FLOOR - HVAC	H1
SECOND FLOOR - HVAC	H2
HVAC DETAILS / SCHEDULES	H3

FIRST FLOOR - LIGHTING	E1
FIRST FLOOR - POWER & SYSTEMS	E2
SECOND FLOOR - LIGHTING	E3
SECOND FLOOR - POWER & SYSTEMS	E4
ELECTRICAL SCHEMATICS / SCHEDULES	E5



APPROVED BY THE COMMON COUNCIL ON

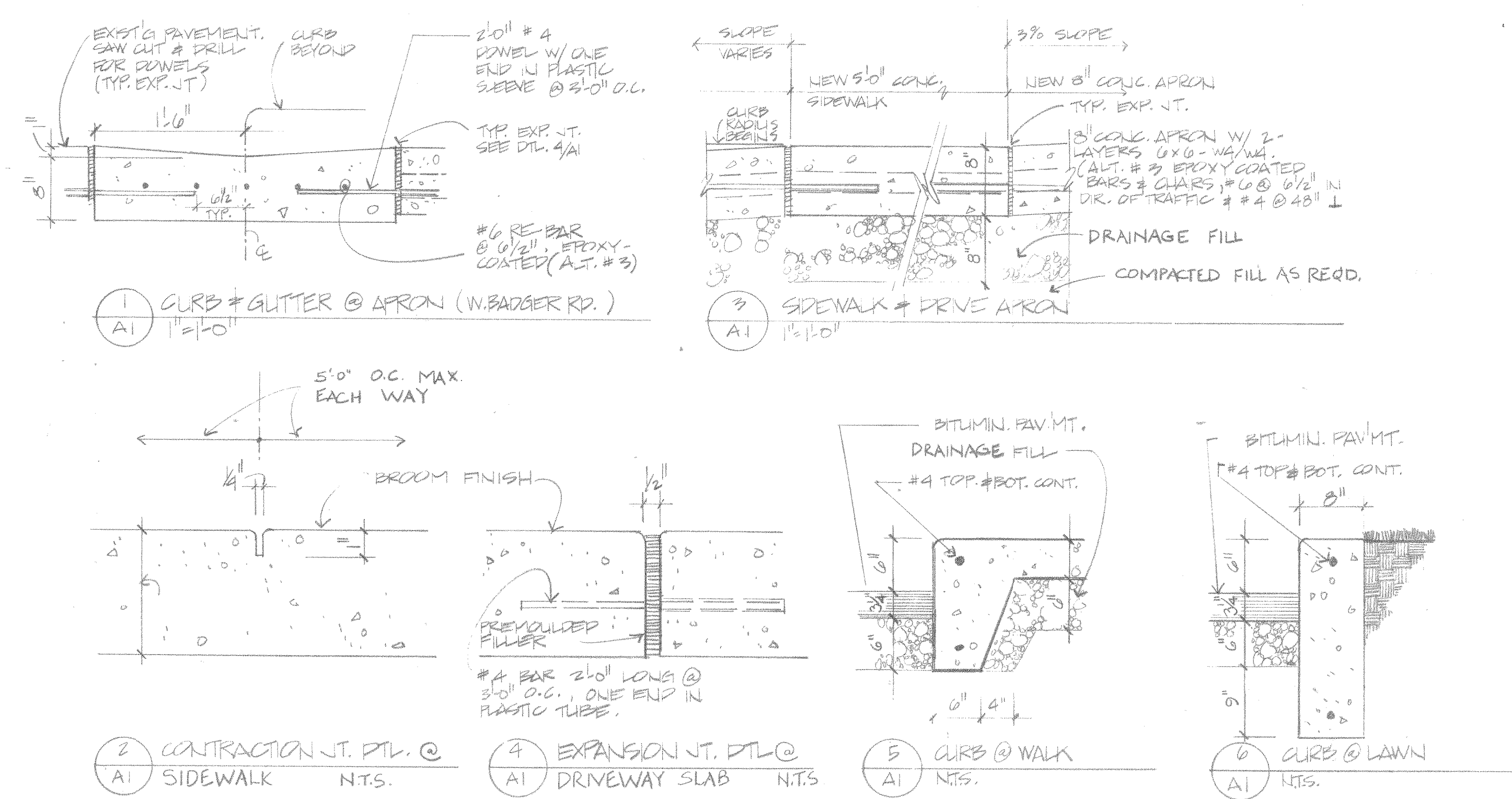
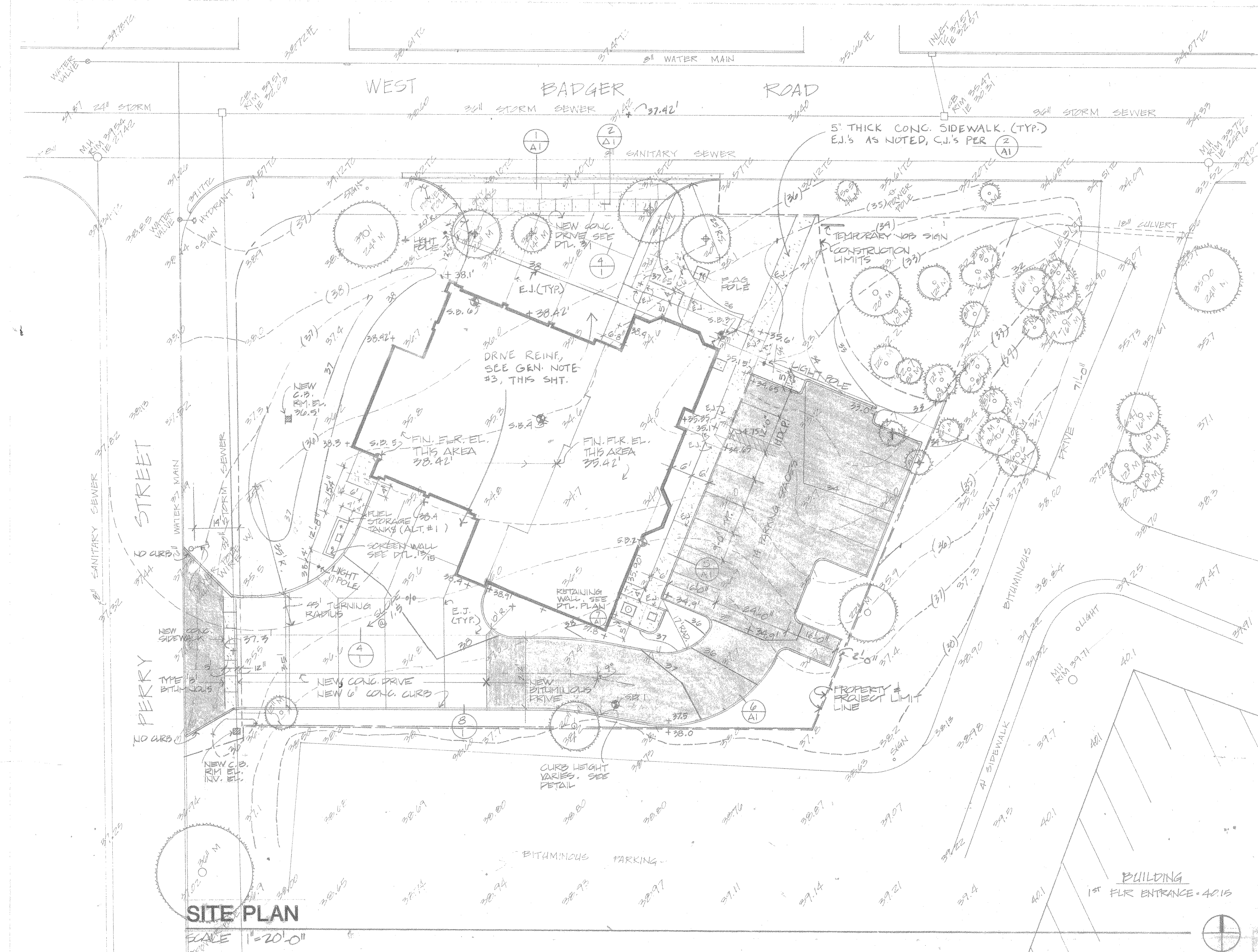
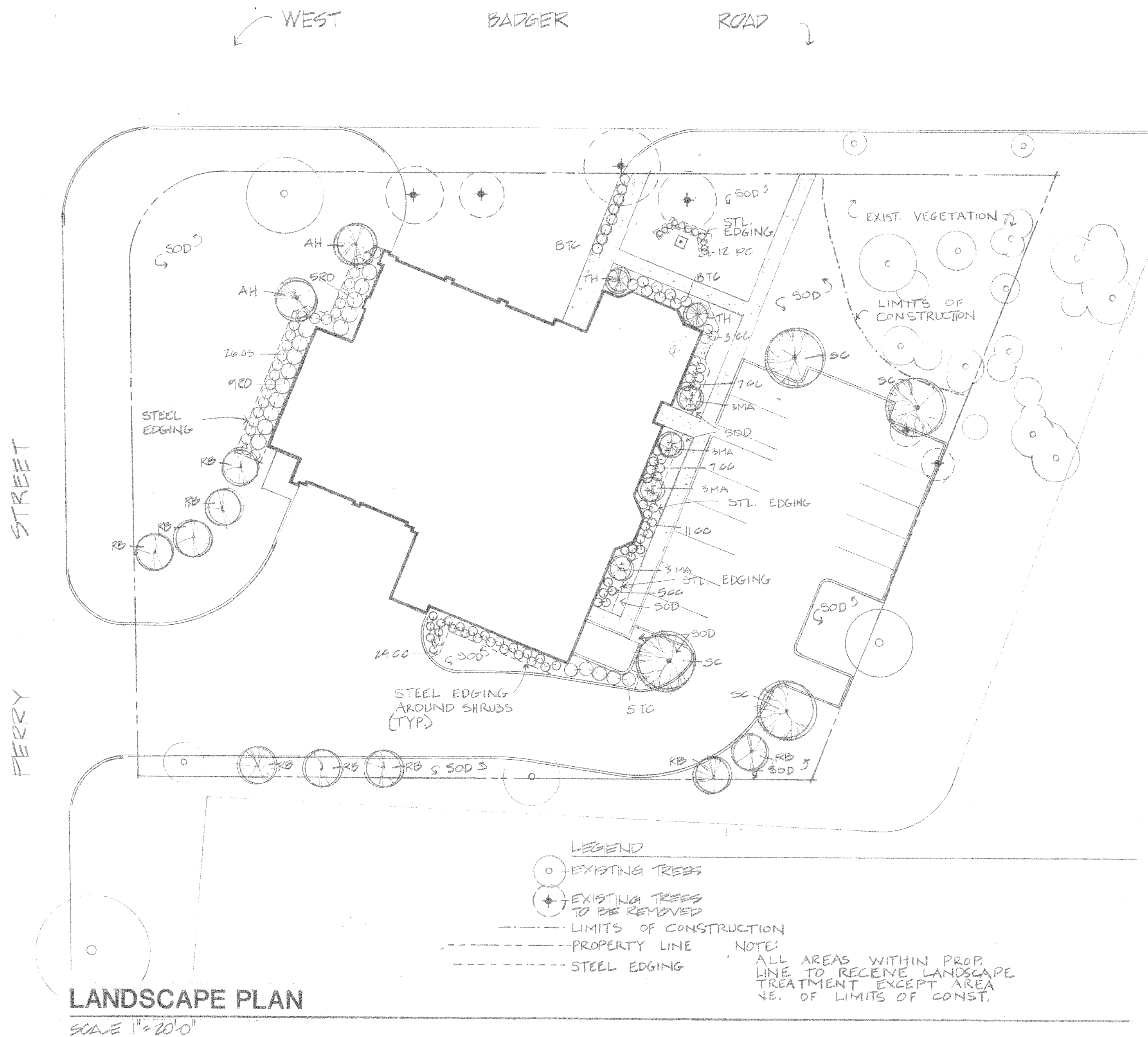
MAYOR F. JOSEPH SENSENBRENNER

FIRE CHIEF EARLE ROBERTS

CITY CLERK DELORES MEILLER

PLANT MATERIAL

SYM.	PLANT NAME	COMMON NAME	SIZE	QUAN.	ROOT COND.	COMMENTS
AI	CARPINUS CAROLINIANA	AMERICAN HORNBEAM	1" CAL.	2	B#B	
RD	ORUS CANADENSIS	EASTERN REDBUD	3/4" CAL.	3	B#B / OR CONT.	
SC	PRUNUS SARGENTII	SARGENT CHERRY	2 1/2" CAL.	4	B#B	WRAP TRUNK, STAKE & GUY
MA	MALVA ACQUIDULUM	OREGON HOLLY-GRAPE	24" HT.	12	CONT.	
TH	THUNIA OCCIDENTALIS 'ROBUSTA'	AMERICAN ARBOR-VITAE	24" HT.	2	CONT.	
PC	COTONEASTER ACUTIFOLIUS	PEKING COTONEASTER	12" HT.	12	CONT.	SPACE 2'-0" O.C.
CC	COTONEASTER APICULATA	CRANBERRY COTONEASTER	12" HT.	37	CONT.	" " "
TC	TAXUS CANADENSIS	CANADA YEW	12" HT.	13	CONT.	" " "
AS	AMELANCHIER STOLONIFERA	RUNNING SERVICEBERRY	24" SPR.	24	CONT.	3'-0" O.C.
RD	CORNUS SERICEA	RED-OSIER DOGWOOD	3/4" SPR.	14	B#B	4'-6" O.C.

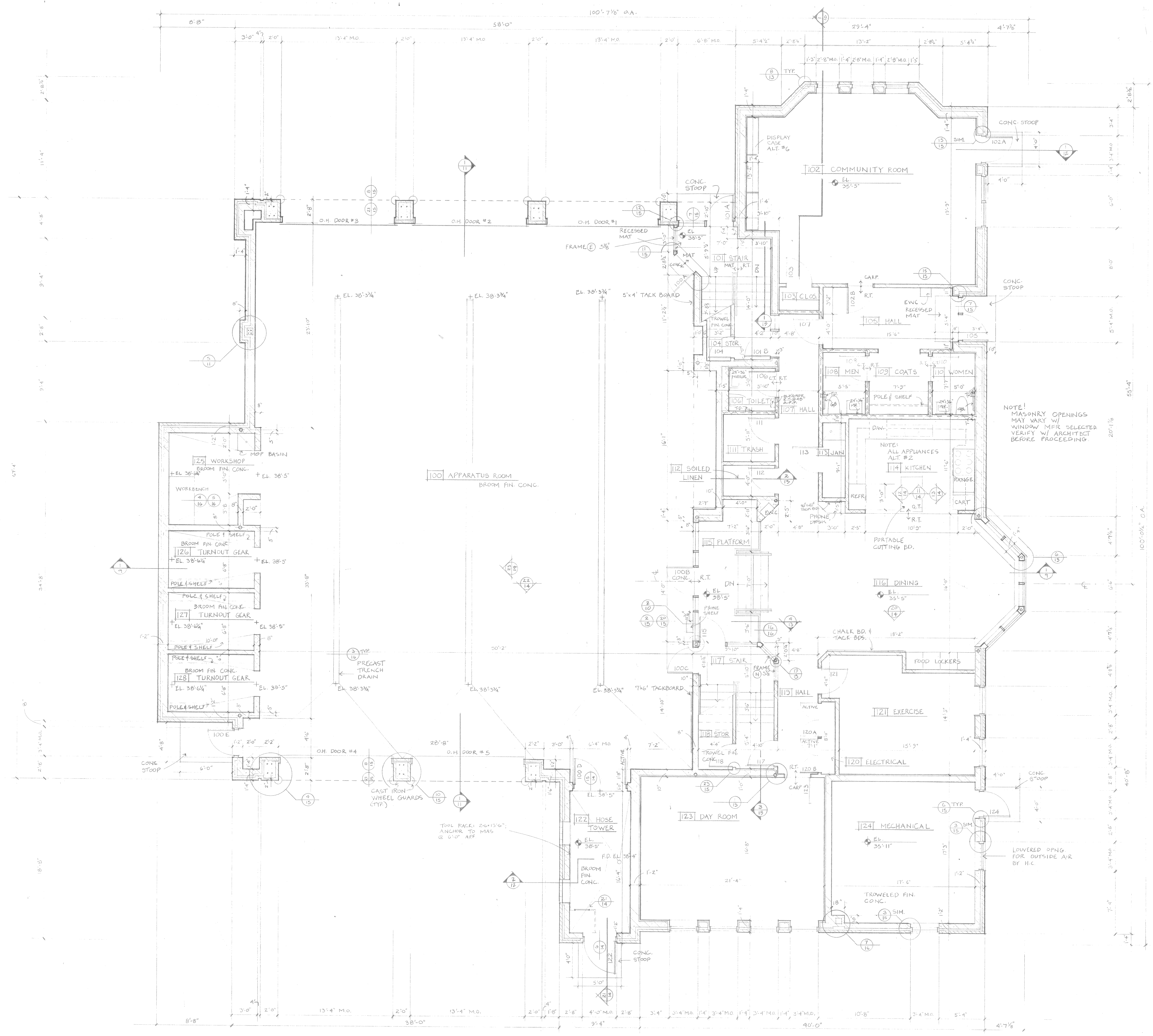


SITE SURVEY BY:

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

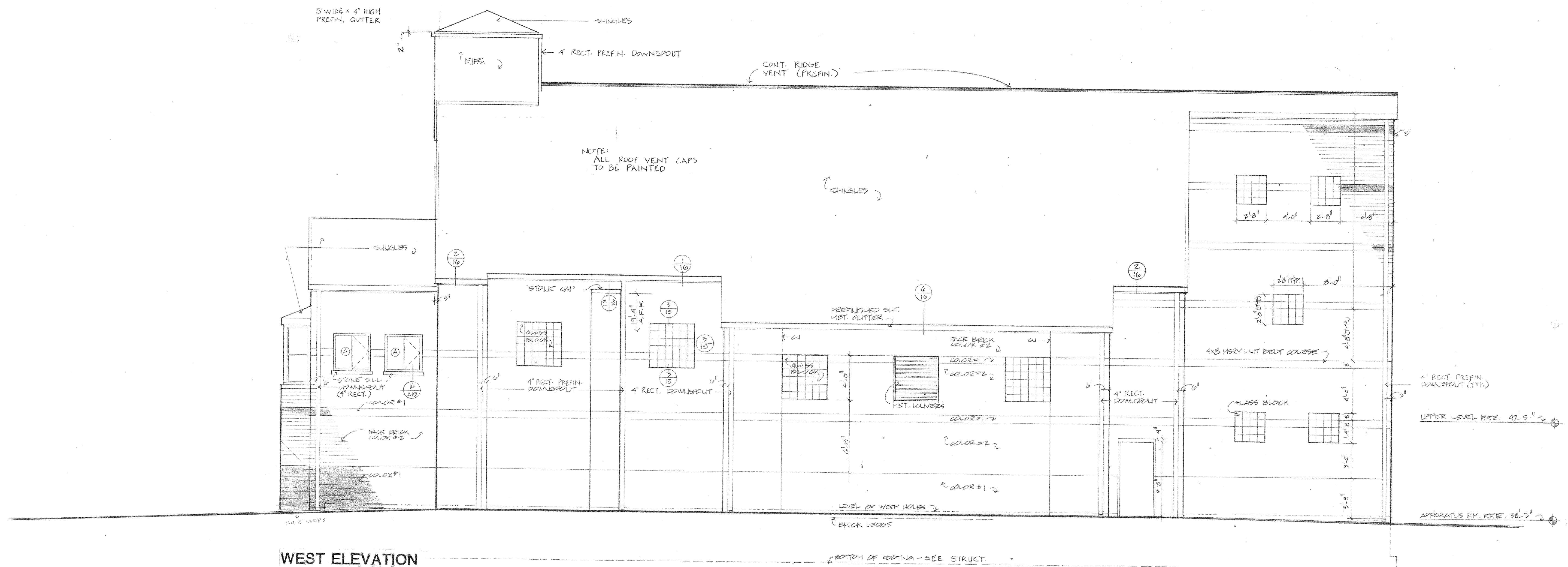
7530 WESTWARD WAY
MADISON, WISCONSIN 53717
AREA CODE: 608-833-7530

3/20/1985





ATTIC LEVEL PLAN

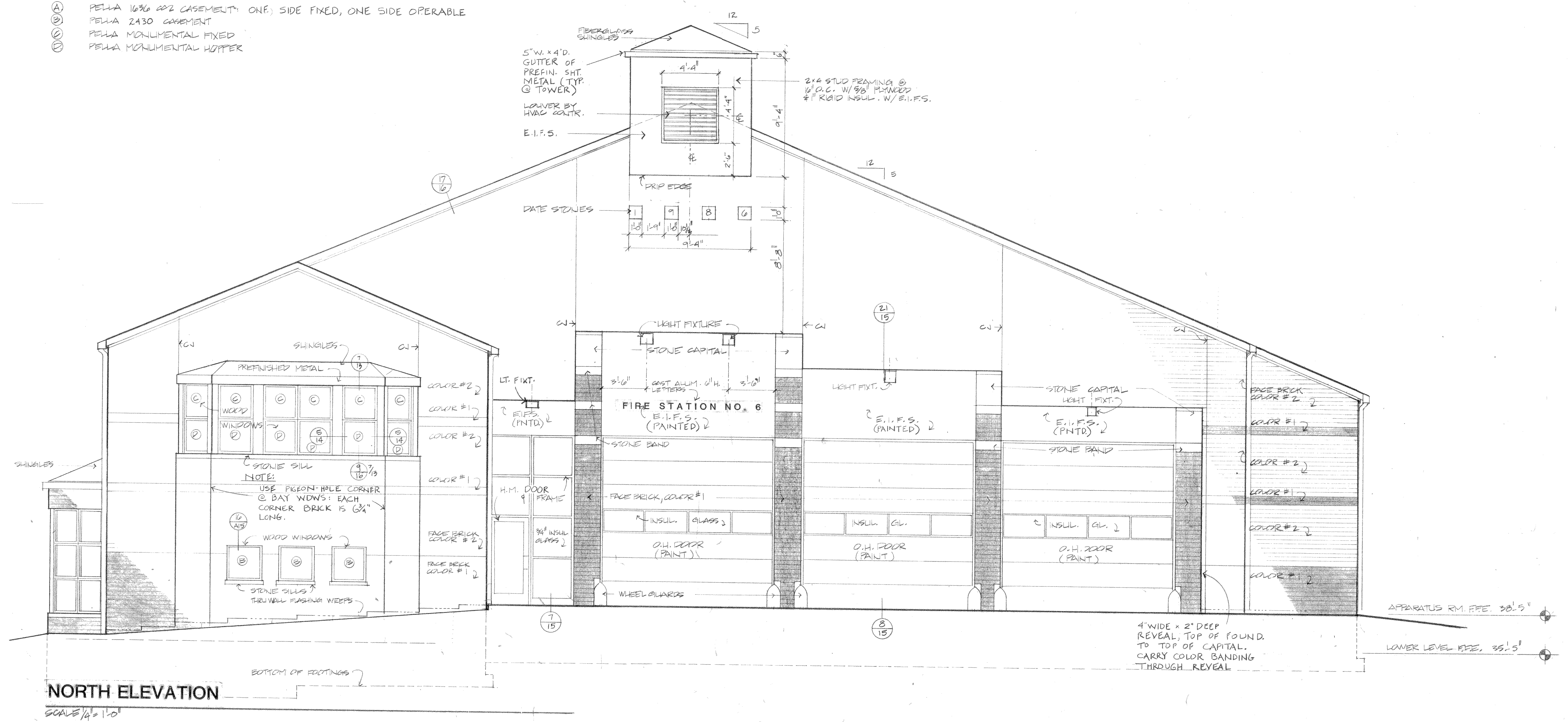


WEST ELEVATION

SCALE 1/4" = 1'-0"

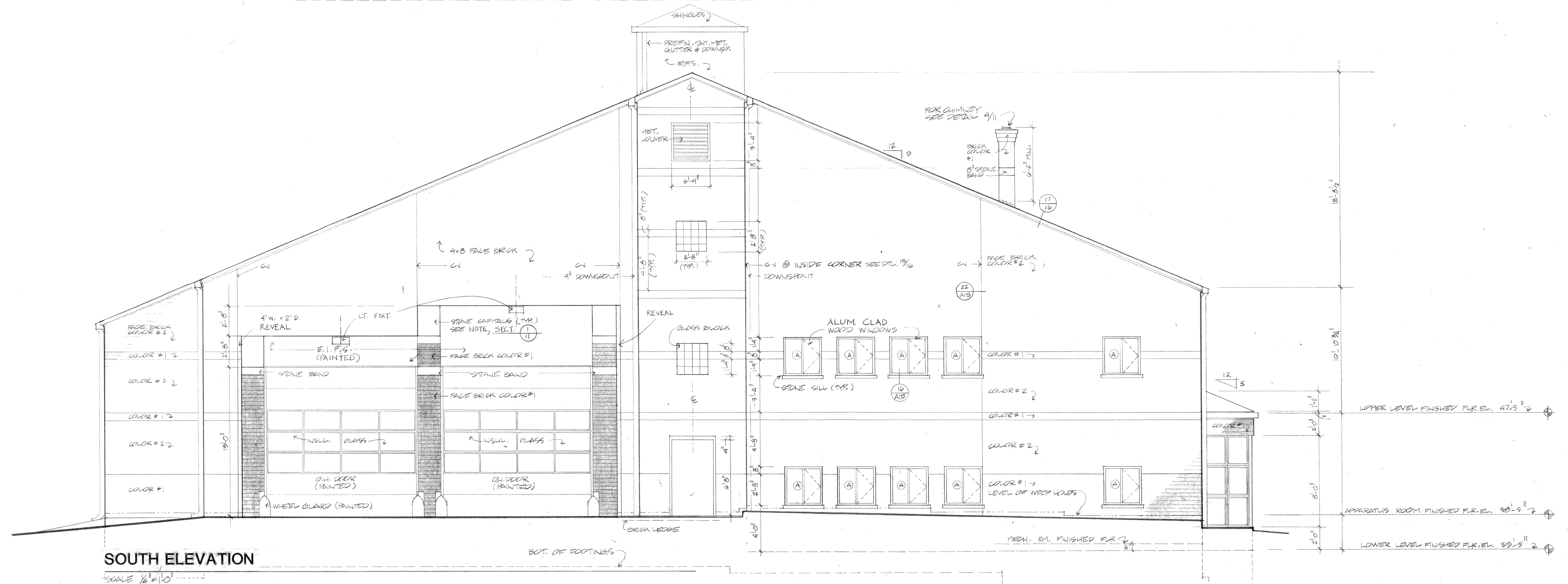
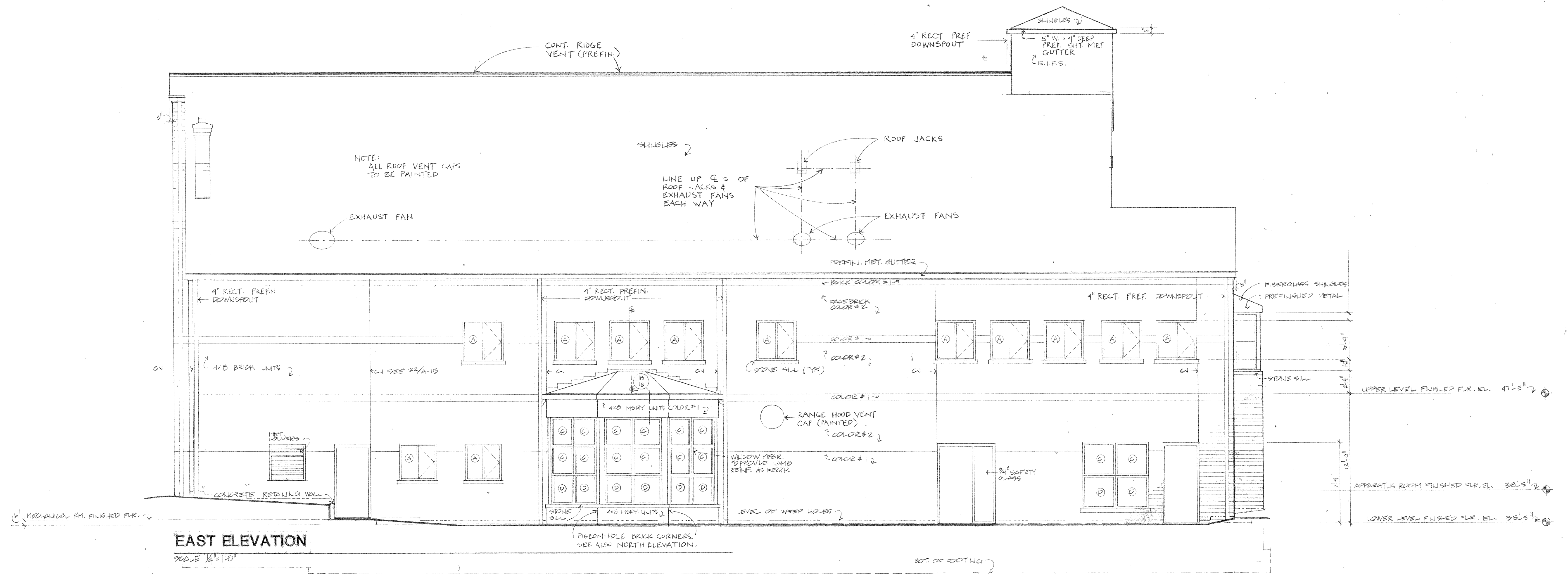
WINDOW SCHEDULE:

- (A) PELLA 1636 222 CASEMENT, ONE, SIDE FIXED, ONE SIDE OPERABLE
- (B) PELLA 2430 CASEMENT
- (C) PELLA MONUMENTAL FIXED
- (D) PELLA MONUMENTAL HOPPER



NORTH ELEVATION

SCALE 1/4" = 1'-0"



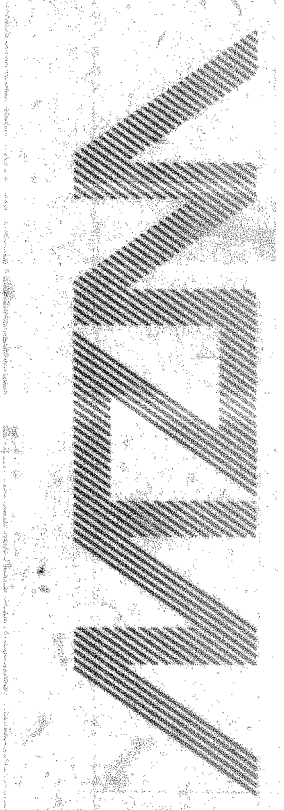
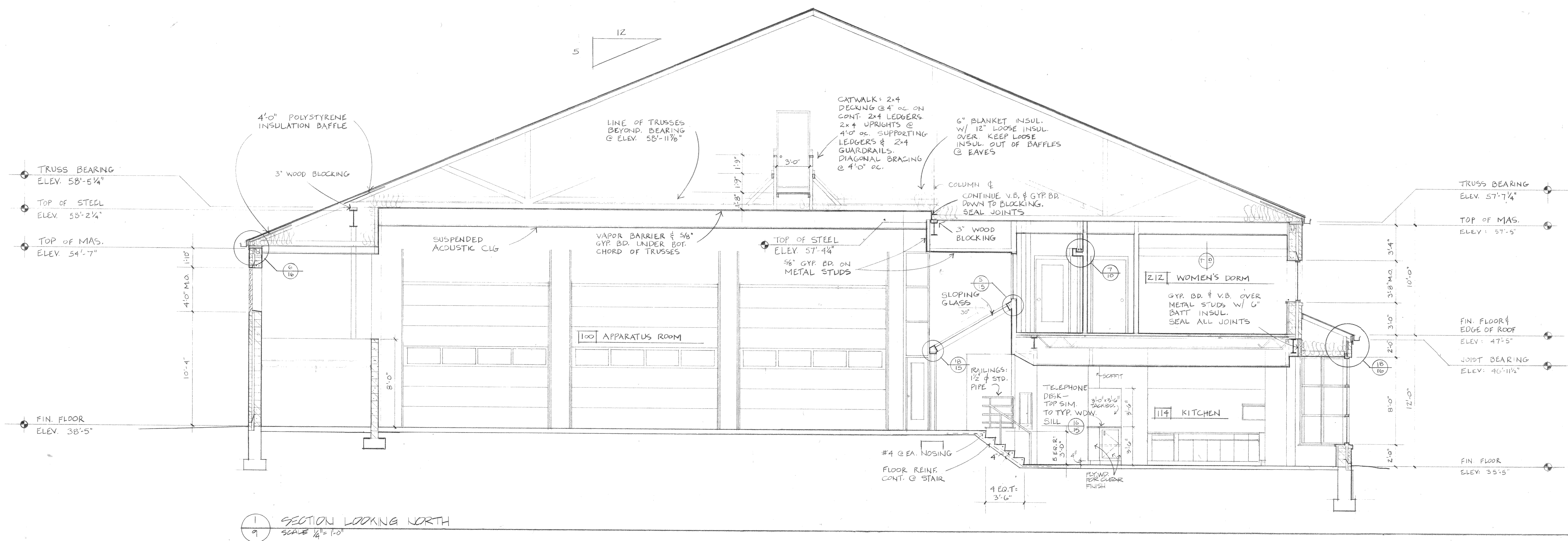
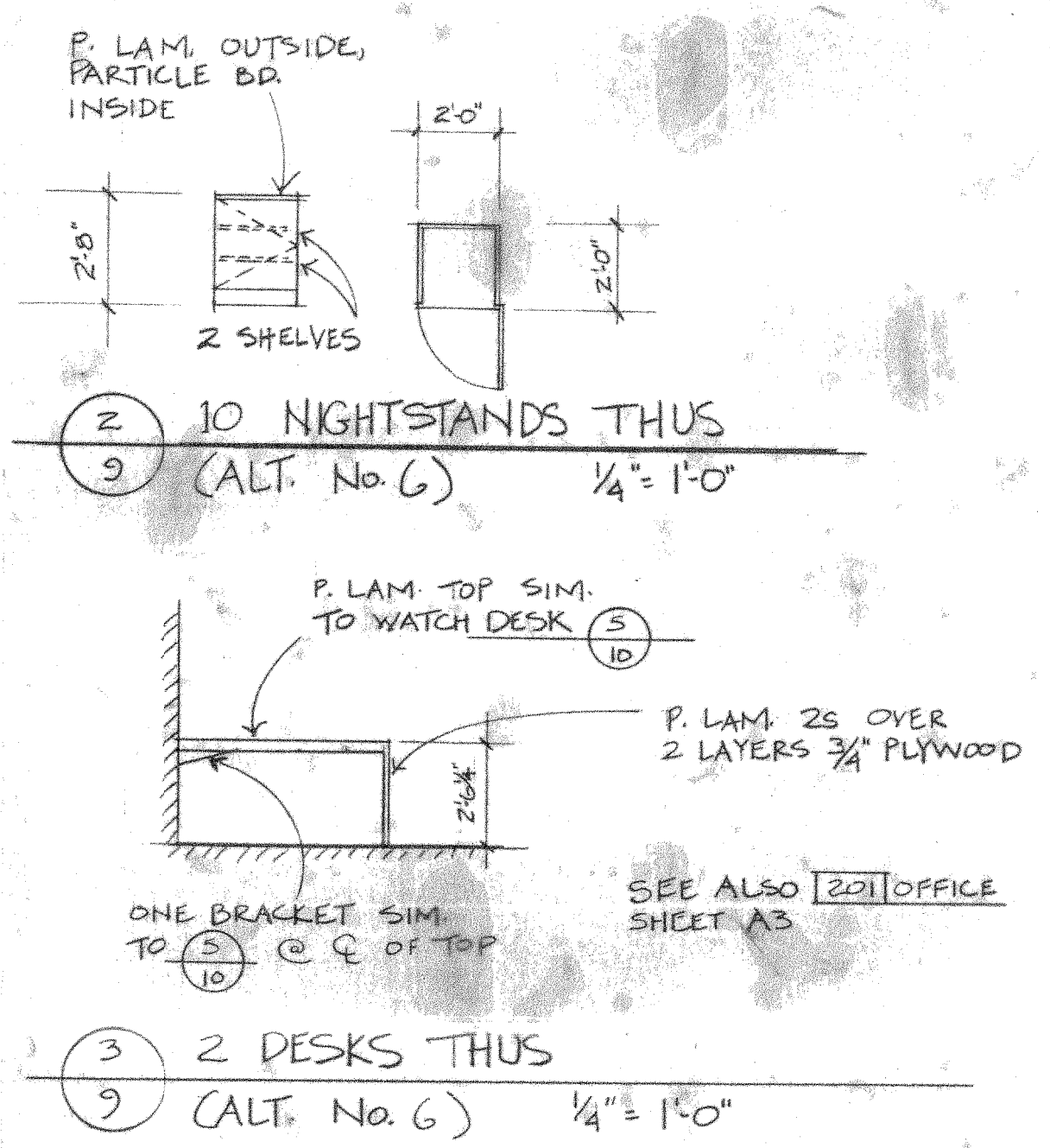




Exhibit E - Men's Homeless Shelter

1.1 Site/Building Program Summary

Exterior site	Assume a minimum of 30-40 parking spaces will be required to accommodate parking for shelter operator staff, outside vendors, and shelter guests. Site shall also include drive space for busses and/or other vehicles to drop off persons near the entry to the building. Additional site amenities shall include landscaped/hardscape spaces for seating outdoors, designated smoking space, and trash dumpster space in a fenced enclosure. TBD, but site may need to be secured with fencing/gate(s) to limit access when shelter is not in operation.
Project Phasing	There is potential, dependent on site selected, for a future expansion (Phase 2) project. While this RFP is only to address the design of the initial phase (Phase 1), provision for the future expansion should be considered at a high level.
Intake space	Include space for the shelter operator processing station(s), space for up to 250 guests to queue and be processed for intake. Intake area will require a space/room to accommodate health assessment of individuals needing further evaluation. The intake space should be an interior conditioned space. The queue of guests may extend to an exterior unconditioned space, but should be protected from the elements with covering to accommodate upwards of 125 people in a queue. Intake should be physically separated/secured from the main living/sleeping quarters.
Main living/sleeping space	It is intended to have one large living/sleeping space with good visibility throughout the space. This space shall include sleeping space for 250 single beds with proper social distancing. The space should also accommodate areas for seating for socializing and dining purposes.
General Layout	Good lines of vision to facilitate staff monitoring of guests.
"Intox" room	Sleeping space –off of the main living/sleeping quarters- should be provided for those guests under the influence of mind altering substances or experiencing a mental health issue. This space should be large enough to accommodate 10 beds properly distanced.
Warming kitchen	Space is needed for shelter operator staff/volunteers to make final preparations of meals for guests. This is not a full "restaurant style" kitchen. Could be categorized as a "catering kitchen" with space for food warming units, as well as counter space, and sinks as needed to meet Public Health guidelines
Toilet/sink/shower space	The facility shall include a code required minimum of sinks and toilets. Additionally there should be an appropriate number of showers included (quantity TBD, but assume 20 showers minimum). An additional single-occupant toilet room should be included for shelter operator staff.
Locker space	Lockers to be provided for 100 guests
Laundry space	Provide space and systems to accommodate 5 commercial washer/dryer combinations.
Office space and public counter	Facility shall include centralized shelter operator staff office and counter space. Office space should be an area that can be secured, whereas the counter should be a space where operator staff can interact with shelter guests.

Outreach/support rooms	Plan to include 2 to 3 outreach consultation rooms that can accommodate two persons, likely a counselor and a guest.
Mechanical room	Include the mechanical equipment in an enclosed conditioned space.
Other accessory space(s)	Additional needed accessory spaces include, but are not limited to, blanket storage, pest control room, custodial room(s), and spaces to conceal facility trash cans.

1.2 Building Elements/Systems Upgrades Summary

General Requirements	The facility shall be design to LEED V4 Silver rating minimum.
Existing Conditions	Extensive demolition and demolition plans will be required to accommodate all renovations/remodel/addition needs.
Structure	Assume the structure is existing and may be reused with limited to no upgrades. As indicated in the programming section some additional building will likely need to be added to an existing building to accommodate some of the programming elements. Assume a solar electric (PV) system is being added to the roof and account for this loading or additional structural reinforcing required.
Enclosure	Assume the existing enclosure is in place, but may need significant upgrades at the walls (above and/below grade) to improve the air/moisture/thermal barrier. Existing openings may need to be reconfigured and new openings will need to be added to improve the quality of the interior space. Assume the roof membrane will need to be completely removed/replaced and a significant amount of insulation added for improved thermal control. This may have the knock on effect of needing to raise the existing parapet walls. As indicated in the programming section building addition(s) may be required to accommodate all functions.
Interior	The interior program is primarily outlined above, but interior space shall be an uplifting enjoyable space to occupy, but at the same time all construction/materials must be very sturdy to stand up to significant daily use by large groups of people. The space will primarily be used for sleeping for up to 250 guests; proper acoustical control measures will be necessary.
Furnishings	Designer will need to accommodate furnishings in their drawings to ensure proper fit, but City will be responsible for specifying/procuring/installing all furnishings on the project.
Fire Suppression	Assume the space exists as fully sprinklered, but may require modifications to meet current codes/standards, Madison Fire Department requirements and coverage. Assume the combined water service to the building (10 or 12") is adequate and won't be moving.
Plumbing	Assume there will need to be significant upgrades and/or complete replacement of existing plumbing systems and fixtures to accommodate the upgraded quantities of toilets/sinks/showers and related plumbing elements. Plan to include a solar hot water system. A grease trap will likely need to be added. Assume the water service (10 or 12" combined service) to the building is adequate and won't be moving.
HVAC/mechanical	Assume complete removal and replacement of existing

	mechanical system – existing system is DX Cooling and gas heat via a rooftop unit. New mechanical system to use hydronic heat and/or consider geothermal as a source/sink. System design to meet both WI Code and LEED Rating system requirements. Air borne pathogen transfer is also to be mitigated with the new HVAC system design. Designer to plan to locate all HVAC equipment inside the building and not utilize roof top equipment.
Electrical	Assume the existing electrical service (600A/480v) is adequate and not being replaced or relocated. Assume removal and replacement of existing electrical distribution. Assume removal and replacement of existing lighting systems – both interior and exterior. Assume design includes a solar PV system on the roof.
Communications	Design will need to include City fiber and network to accommodate a BAS system. Additional accommodations will be required to support the shelter operator's network needs. Some infrastructure will be required to allow for building operator to include their owner supplied/installed AV equipment. The infrastructure likely includes conduit and back boxes to prepare for future AV equipment installs.
Electronic Safety and Security	Assume inclusion of a complete fire alarm system that meets all current code and Madison Fire Department requirements. Assume inclusion of a complete electronic credential system throughout the facility that eliminates the need for most users to have a physical key. Include infrastructure (i.e. conduits/space/etc.) to setup the shelter operator for future install of surveillance cameras, wiring, and head-end equipment.
Earthwork/exterior improvements	As needed to accommodate the exterior improvements outlined above. It may be assumed there will be outdated existing paving and landscaping on the site. These will likely need to be addressed (redesigned/renovated) to accommodate site programming and to meet any utility upgrade needs. Stormwater management design should be assumed to be included to meet current City ordinances.
Utilities	Further analysis will be needed, but it should be assumed that all below grade utilities will need to either be upgraded and/or replaced to some extent.

