



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

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Mapping Section Manager
Eric T. Pederson, P.S.
Financial Manager
Steven B. Danner-Rivers

DATE: August 18, 2015

TO: CONTRACTORS SUBMITTING PROPOSALS FOR RAIN
GARDENS REPLANTING CONTRACT - 2015 - WITHIN THE
CITY OF MADISON

FROM: ROBERT F. PHILLIPS, CITY ENGINEER

SUBJECT: RFP for Rain Gardens Replanting Contract - 2015 within this proposal, (See Proposal Documents)

The City of Madison Engineering Division is requesting Contractor proposals for the installation of two thousand two hundred thirty-four (2,234), 2.5" square by 3.5" deep plants for Rain Gardens as defined in this Request for Proposal. The intent for the Request for Proposal is to allow Contractors the opportunity to enter into a contract with the City of Madison for the required project as detailed in the Request for Proposals (RFP).

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

- Scope of Work
- Location map for project planting sites

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

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

Interested Contractors shall submit 1 copy of their Proposals to the Office of the City Engineer by 2:00 PM on Thursday September 3, 2015. Submit proposal to:

City of Madison Purchasing
210 Martin Luther King Jr. Blvd., Room 406
Madison, WI 53703

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

<http://www.cityofmadison.com/finance/documents/STC.pdf>
<http://www.cityofmadison.com/finance/documents/STC.pdf>

Questions regarding this project may be directed to the project manager Glenn Clark at 608 266-4092.

Sincerely,

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

Cc: Mike Dailey

Request for Proposal
For
Rain Gardens
Replanting Contract - 2015

Project No. 10501B

Issued by
City of Madison, Wisconsin
Engineering Division

Due Date: September 3, 2015
2:00 p.m. Thursday

There will be no public opening
Submit bids to Room 115 City County Building
210 Martin Luther King Jr. Blvd..



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

Project No. 10501B

Rain Gardens Replanting Contract - 2015

Due Date: Thursday September 3, 2015 at 2:00 p.m.

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

Notice and Instructions to Bidders

Bid document must be received in the above office no later than the due time and date or they will be considered late and will be rejected.

Submit **one (1) original** complete copy of your proposal. Include all required information and/or certifications as stated in Section 2.9

All proposals must be packaged, sealed and clearly labeled in the lower left hand corner:

Bidder Name and Address

TITLE: RAIN GARDENS REPLANTING CONTRTACT - 2015
2:00 p.m., Thursday, September 3, 2015

Deliver sealed proposals to:

City of Madison Engineering
Room 115, City-County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703-3346

Late, faxed and/or unsigned proposals will be rejected.

For questions regarding this bid, contact:

Glenn Clark, Program Specialist I
City of Madison Engineering
Phone: 608-266-4092
Fax: 608-264-9275
Email: gclark@cityofmadison.com



NOTICE OF INTENT TO RESPOND

**Rain Gardens
Replanting Contract - 2015**

Please return this form via fax (whether or not you intent to participate.)

No later than: N/A
To: Glenn Clark
Fax no. 608-264-9275

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

Contact Telephone: _____

Contact Email: _____

Switchboard Telephone: _____

Fax: _____

Mark one of the following:

_____ We do plan to respond and submit a proposal

_____ We do not plan to respond to this BID DOCUMENT

Reason, if no: _____

If a pre-proposal meeting is needed, indicate the names of attendees from your company who plan to attend the pre-proposal meeting

Name: _____

Name: _____

Name: _____



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- 13.1 Description
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- 13.3 Basis of Payment



BID FORMS:

Notice	Notice of Intent to Respond
Bid Form A	Bid Summary
Bid Form B (Separate File)	Proposal Page- Rain Gardens Replanting Contract II - 2015
Bid Form C	Signature Affidavit Part I: Acknowledgement of Receipt of Forms Part II: Response Submittal Checklist Part III: Verification of Site Visit
Bid Form D	Vendor Profile
Bid Form E	Bidder Qualifications and Experience Questionnaire
Bid Form F	Bidder References

ATTACHMENTS

Bid Form B	Proposal Page- Proposal Page- Rain Gardens Replanting Contract II - 2015
Attachment A	RAIN GARDENS PLANT PLATES (FOR INFORMATIONAL PURPOSES)
Attachment B	RAIN GARDEN PLANS SET
Attachment C	PRIVATE TERRACE RAIN GARDEN LOCATION SCHEDULE
Attachment D	RAIN GARDENS PLANT SCHEDULE



SECTION 1.0 GENERAL BID DOCUMENT ADMINISTRATIVE INFORMATION

1.1 INTRODUCTION

The City of Madison is seeking proposals from qualified contractors to provide the Department of Public Works with Landscape Services for selected Rain Gardens in the city of Madison.

The goal is to assure that high quality service is provided to the City on a timely basis.

1.2 DEFINITIONS

"City of Madison," "City," "Purchasing," and referenced departments, i.e., "Public Works," "Engineering," etc. mean the City of Madison.

"Bid," "proposal," "offer," and "contract" are synonymous; and it is understood that once the City accepts the same, the document will constitute the contract contemplated by these instructions.

1.3 ADDENDA

Revisions to any part of the BID DOCUMENT or provision of additional information shall be made by addenda. Bidders must acknowledge the receipt of any addendum in the appropriate section. It shall be the responsibility of the Bidders to regularly monitor the bid distribution websites used by the City (<http://www.cityofmadison.com/business/pw/requestForProposals.cfm>, www.demandstar.com, and www.vendornet.state.wi.us) for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response, may result in your proposal being disqualified.

1.4 ORAL PRESENTATIONS / SITE VISITS / PRE-BID MEETINGS

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

1.5 ACCEPTANCE/REJECTION OF PROPOSALS

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

1.5.2 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.

1.6 INCURRING COSTS

This Bid Document 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.

1.7 BIDDER'S RESPONSIBILITY

Bidders shall examine this contract documents and shall exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work under this contract as a result of failure to make necessary examinations and investigations, shall be accepted as



an excuse for any failure or omission on the part of the bidder to fulfill the requirements of the contract.

1.7.1 All prospective bidders are required to be pre-qualified by the City of Madison Engineering Division prior to bid due date. Failure to do so, shall result in bid rejection. In order to meet this prequalification requirement the bidder shall either:

- a) be prequalified or become prequalified under Section II, Street, Utility, and Site Construction – Category B or C; Item 245, Landscaping, Maintenance; or Item 250, Landscaping Site and Street, thru the City's standard prequalification process for all contracts; or
- b) become prequalified for purposes of bidding on this Purchase of Service Contract:
 - provide proof of financial responsibility (bank reference letter, available line of credit, financial statement)
 - provide proof of technical ability to perform the work (project references, equipment, personnel & experience, etc.)
 - provide proof of ability to meet the requirements of the Purchase of Service Contract (Affirmative Action, Indemnification, Insurance requirements per Purchase of Service Agreement)

Contact Michael Dailey at 608-266-4058 or mdailey@cityofmadison.com for assistance with prequalification under either of above.

Electronic version of these documents can be found on the City of Madison web site at:
<http://www.cityofmadison.com/business/pw/requestForProposals.cfm>

1.8 BIDDER QUALIFICATIONS

The City of Madison may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose, as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigated of, such bidder fails to understand the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

1.9 BID DOCUMENT CONTENT

The selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the BID DOCUMENT may be the basis for rejecting a response.

1.10 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals

1.11 WITHDRAWAL OR REVISION OF PROPOSALS

1.11.1 A bidder may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the due



time and date for submission of proposals. Telephone requests for withdrawal shall not be accepted. After the due date of submission of bids, no bid may be withdrawn by the bidder for a period of 90 days or as otherwise specified or provided by law.

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

1.12 DESIGNATION OF PROPRIETARY INFORMATION

1.12.1 All restrictions on the use or inspection of data contained within a bid shall be requested prior to submission of the bid itself. Written requests for confidentiality shall be submitted to the City of Madison Purchasing Office by the bidder prior to the bid submission date.

1.12.2 Requests that are granted shall use the following format:

- Any information to be considered confidential or proprietary must clearly stated on the attached "Designation of Confidential and Proprietary Information" form and separated / packaged from the rest of the proposal.
- Co-mingling of confidential/proprietary and other information is not acceptable.
- Neither a bid, in its entirety, nor bid price information will be considered confidential and/or proprietary.
- Any information that will be included in any resulting contract cannot be considered confidential.

1.12.3 Proprietary information submitted in a bid, or in response to the BID DOCUMENT, will be handled in accordance with the applicable Wisconsin State Statute(s). To the extent permitted by law, it is the intention of the City to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the City. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

1.13 STANDARD CONTRACT

A standard contract is not included within this document but can be seen at the following website:

<http://www.cityofmadison.com/finance/documents/STC.pdf>

<http://www.cityofmadison.com/finance/documents/STC.pdf>

1.14 BINDING OFFER

A bid submitted in response to this BID DOCUMENT shall constitute a binding offer. Acknowledgement of this condition shall be indicated, on the "Request for Bid Signature Page," by the signature of the Bidder or an officer of the Bidder legally authorized to execute contractual obligations. By submitting a bid, the Bidder affirms its acceptance of the terms and conditions of this BID DOCUMENT, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

1.15 PUBLIC OPENINGS

There will be no public opening of submitted bids.



1.16 BID DISTRIBUTION NETWORKS

The City of Madison posts all bid announcements, addenda notices, and bid documents on two bid distribution networks. All bidders must access documents, information, amendments or supplements from either one of these websites. It shall be the responsibility of the Bidders to regularly monitor the bid distribution websites for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response may result in your proposal being disqualified.

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

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

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

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

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

- **City of Madison Engineering Website**

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

1.17 PUBLIC RECORDS

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

S. 19.6(5)

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

s. 134.90(1)(c)

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

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.



2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

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

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

1.18 Partial Award

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

1.19 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.

SECTION 2.0 BID PROCEDURE

2.1 PURPOSE

The City of Madison is seeking bids from qualified contractors to provide the Department of Public Works with the installation of plants with labor, mulch, and water, for selected Rain Gardens citywide.

The goal is to assure that high quality service is provided to the City on a timely basis.

2.2 GENERAL INFORMATION

2.2.1 Location. Proposal Page– Rain Gardens Replanting Contract - 2015 are shown on the attached drawings (Attachment A, Attachment B, Attachment C, and Attachment D).

Drawings are not to scale.

2.2.2 Scope of Services. Services to be provided are included in Section 4.0 and in all Attachments.

2.3 CALENDAR OF EVENTS

Listed below are specific and estimated dates and times of actions related to this Request (BID DOCUMENT).



DATE	EVENT
August 20 , 2015	Date of issue of the BID DOCUMENT
September 2, 2015	Deadline for submission of Notice of Intent to Respond
September 2, 2015	Deadline for submission of questions
September 3, 2015: 2:00 p.m.	Bids due from vendors
September 9, 2015 approx.	Contract start date
September 21, 2015 approx.	Contract end date

Please Note: These dates are for planning purposes. They represent the City's desired timeline for implementing this project. The timeline may be adjusted, however, based upon the consultant recommendation, proposal response, production needs, and other circumstances

2.4 PRE- BIDDING MEETING

There shall be no Pre-Bid meeting.

2.5 INQUIRIES AND CLARIFICATION OF SPECIFICATIONS

Any questions concerning this BID DOCUMENT must be submitted in writing by mail, fax or e-mail on or before Wednesday, September 2, 2015 to:

Glenn Clark
City of Madison Engineering
Room 513 City County Building
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3346
Tel: (608) 266-4092
FAX: (608) 264-9275
E-MAIL gclark@cityofmadison.com

Questions received will be addressed by telephone or email. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID DOCUMENT, revisions/amendments and/or supplements will also be posted at the websites shown below. Bidders are encouraged to check the website regularly for questions and answers.

www.demandstar.com
www.vendornet.state.wi.us
www.cityofmadison.com/business/pw/requestForProposals.cfm

Vendors are expected to raise any questions, exceptions, or additions they have concerning the BID DOCUMENT at this point in the BID DOCUMENT process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this BID DOCUMENT, the vendor should immediately notify the above named individual of such error and request modification or clarification of the BID DOCUMENT.

Each bid shall stipulate that it is predicated upon the terms and conditions of this BID DOCUMENT and any supplements or revisions thereof.

2.6 SITE VISITS AND INSPECTIONS

2.6.1 Prior to submitting a bid, bidders must visit each Rain Garden and verify current conditions of each Rain Garden, compare the specifications with the work to be completed and inform



themselves as to all conditions. Failure to do so will in no manner relieve the successful bidder from the necessary furnishing of materials, or performing any of the work that may be required to carry out and/or complete the contract in accordance with true intent and meaning of the attached specifications.

- 2.6.2 Each bidder shall attest by signature on the bid sheet provided, that he has had the opportunity to survey and examine the condition of each Rain Garden site to be maintained, and fully understands there will be no recourse for negligence or oversight for not doing so.
- 2.6.3 No modification or adjustments to the bid shall be allowed because of any error, neglect, or failure on the part of the successful Bidder to verify site conditions at the time of bidding, or should the information shown herein be in error.
- 2.6.4 Arrangements for site inspections can be made by contacting:

Glenn Clark
City Engineering
608-266-4751

2.7 PROCURING AND CONTRACTING AGENCY

2.7.1 This BID DOCUMENT is issued by the City of Madison Purchasing, which is the sole point of contact for the City during the selection process. The person responsible for managing the procurement process is Glenn Clark, Program Specialist I, tel: 608-266-4092, email: gclark@cityofmadison.com.

2.7.2 The contract resulting from this BID DOCUMENT will be administered by Glenn Clark, Department of Public Works, Engineering, at 608-266-4092.

2.8 EXECUTION OF AGREEMENTS

The successful bidder shall, upon notice of award issued by the City of Madison Engineering Division enter into a contract with the City on forms as outlined within the bidding documents, such as the Purchase Order Contract for Purchase of Services form, for the performance of work awarded him and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of award.

This bid, when properly accepted by the City of Madison, may constitute the contract or part thereof, equally binding between the successful bidder and the City of Madison. No different or additional terms will become a part of this contract with the exception of change orders.

2.9 PREPARING AND SUBMITTING A PROPOSAL

2.9.1 Bid Organization and Format

Submit one (1) complete set of proposals. Bids must be organized and presented in the same order with headings and subheadings as assigned in this BID DOCUMENT. Each heading and subheading should be separated by tabs or otherwise clearly marked.

2.9.2 Required Submittals

The following are required Forms to be submitted or responded to. Blank forms are attached. Definitions and Descriptions of required information are contained in par. 2.10

Notice	Notice of Intent to Respond
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Bid Form A	Bid Summary
Bid Form B Bid Form B	Proposal Page - RAIN GARDENS REPLANTING CONTRTACT - 2015 Signature Affidavit Part I: Acknowledgement of Receipt of Forms Part II: Response Submittal Checklist Part III: Verification of Site Visit
Bid Form C	Vendor Profile
Bid Form D	Bidder Qualifications and Experience Questionnaire
Bid Form E	Bidder References

2.9.3 Definitions of Required Submittals

Notice	Notice of Intent to Respond <ul style="list-style-type: none"> This form must be returned via fax or mail no later than September 2, 2015. The City Engineering fax no. is 608-264-9275. Please return this form whether or not you intend to respond to this solicitation.
Bid Form A	Bid Summary <ul style="list-style-type: none"> Indicate total sum for planting all Rain Gardens per Bid Form B, for the entire growing season. All prices, costs and conditions outlined in the bid shall remain fixed and valid for acceptance for sixty (60) calendar days from the due date of the bid.



Bid Form B

Proposal Page - RAIN GARDENS REPLANTING CONTRTACT - 2015

Indicate unit and extended prices for each Rain Garden specified in Bid Form A

Bid Form B

Part I: Signature Affidavit

A. Certification of Independent Offer Determination

By submitting a Bid , the bid submitter certifies, and in the case of a joint bid, to its own firm, that in connection with this BID DOCUMENT:

1. Independent Offer. The plan has been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition, and;
2. Offer Disclosure. Unless otherwise required by law, the offer cited in this BID DOCUMENT has not been and will not be knowingly disclosed by the bidder submitter prior to opening directly or indirectly to any other bidder submitter; and
3. Restriction of Competition. No attempt has been made nor will be made by the bid submitter to induce another person or firm to submit or not submit a bid for the purpose of restricting competition.

B. Proposal Signatory Authority

Each person signing this BID DOCUMENT certifies that:

1. Offer Responsibility. He/she is the person in the proposal submitter's firm responsible for the decision to the offer and has not nor will not participate, in any action contrary to 2.6.1 through 2.6.3.
2. Offer Agent Authorization. He/she is not the person in the bid submitter's firm responsible within that firm for the decision to the offer, but has been authorized in writing to act as agent to quote for the persons responsible for such decisions; and has the authority to certify that such persons have not and will not participate in any action contrary to 2.8 below, and as their agent certifies this; and has not nor will not participate, in any action contrary to 2.6.1 through 2.6.3.

C. Conflict of Interest

By submitting a bid, the submitter certifies that no relationship exists between the bid submitter and the City that interferes with fair competition or is a conflict of interest, and no relationship exists between such proposal submitter and another person or firm that constitutes a conflict of interest that is adverse to the City.

Part II: Response Submittal Checklist

Part III: Verification of Site Visit

Bid Form C

Vendor Profile

Provide business identification and contact information required in the form.



Bid Form D	<p>Bidder Qualifications and Experience Questionnaire</p> <p>The City will evaluate the bidder’s ability to provide landscape service without restatement of the BID DOCUMENT Provisions. The City will evaluate experience, organizational structure, personnel qualifications, service capability, and all other information relevant to determining contractor’s ability in providing the proposed services.</p>
Bid Form E	<p>Bidder References</p> <ul style="list-style-type: none"> • Provide a list of organizations and/or clients with whom the bidder has done similar business within the last 5 years. Include name, address, and phone number of contact person for each. Describe briefly the nature of the project or services provided to each organization listed. If contacted, all references must verify that a high level of satisfaction was provided. • The procuring agency will determine which, if any, references to contact and/or to visit to assess the quality of work performed, the personnel assigned to the project, and/or see the product in use. The bidder will not be present during any reference check site visits. The results of any reference checks may be provided to evaluation committee and may be used when scoring the written proposal. (NOTE: Potential subcontractors cannot be references.) • References Sheet will be considered your response to this section. Attach extra sheets if necessary. The City of Madison may also utilize other sources of information about the product(s) and/or service(s) proposed by the bidder where these sources are publicly available and are equally available for all competing bidders.

2.10 BID SELECTION AND AWARD

2.10.1 Basis of Acceptance

The City shall only consider bids from financially responsible and responsive firms presently engaged in the business of providing landscaper services. The City reserves the right to inspect the bidder’s facilities prior to award of this bid document.

2.10.2 Clarification of Bid Document

During the evaluation of Bid Documents, the City reserves the rights to contact any or all Bidders to request additional information for purposes of clarification of BID DOCUMENT responses, bids which contain errors, or at its sole discretion, waive disqualifying errors or gain clarification of error or information.

2.10.3 Selection Criteria

Selection of the Contractor will be made based on:

1. Lowest Cost

2.10.4 Right to Reject Bids and Negotiate Contract Terms

The City reserves the right to reject any and all bids and to negotiate the terms of the contract, including the award amount, with the selected bidder(s) prior to entering into a contract. The City may conduct a second, third or subsequent round of scoring which incorporates proposal adjustments and/or additional information. If contract negotiations cannot be concluded successfully with the highest scoring bidder(s), the City may negotiate a contract with the next highest scoring bidder.



2.10.5 Award

The City reserves the right to award separate contracts by agency, groups of agencies, or to award the contract as whole, whichever is deemed in the best interest of the City.

The City will award the bid to the responsive and responsible bidder whose bid is most advantageous to the jurisdiction.

Final award may be subject to approval of the Common Council of the City of Madison.

2.10.6 Dispute Process

Any dispute of the City's award must be made no later than five (5) working days after the award notice is issued by the City Engineering Division. A complete written dispute notice must be received by:

City of Madison Purchasing Services
Randy Whitehead, Purchasing Supervisor
210 Martin Luther King Jr. Blvd., Rm. 513
Madison, WI 53703-3346



SECTION 3.0 CONTRACT TERMS AND CONDITIONS

3.1 CONTRACT PERIOD

3.1.1 The initial awarded contract(s) will be cover the period beginning the date of issue of the purchase order through September 21, 2015. There will be no automatic renewals.

3.1.2 Vendor performance will be taken into consideration in the decision to continue into each of the optional periods, if they exist, or to terminate and re-bid this contract.

3.2 CONTRACT MANAGER

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

Glenn Clark
City Engineering
608-266-4092

3.3 CONTRACTOR CONTACTS

3.3.1 Primary Contact. Contractor must designate a person(s) to be the primary contact for administrative as well as service issues that may include: Affirmative Action, Contract problems, contract renewal/termination, invoice information, ordering/expediting, etc.

3.3.2 Additional Contacts. In addition to the primary contact, the Contractor must provide names and corresponding phone numbers, pager numbers and/or email addresses of supervisors for alternate communication procedures. The Contractor's supervisors shall be reachable via an alpha numeric paging system, cell or equivalent. Communication system must have a minimum of three pagers or cell phones.

3.4 USE OF SUBCONTRACTOR

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

3.5 AMENDMENTS TO CONTRACTS

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

3.6 INCREASE OR DECREASE OF SERVICES

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

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

3.7 PRICING

3.7.1 Prices will remain firm for the duration of the annual agreement. All other subsequent years bid prices shall also remain firm for the term of the given contract.

3.7.2 No surcharges of any kind shall be accepted by the City during any given term. No other price increases will be considered other than the specified price adjustments proposed under the original BID DOCUMENT.



3.8 INSURANCE

3.8.1 The Contractor will insure against the following risks to the extent stated:

- a. Commercial General Liability - Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: Bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability in the same amount. The subcontractor shall maintain a similar policy covering as insured each subcontractor.
- b. Automobile Liability - Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: \$1,000,000 combined single limits for bodily injury, and property damage.
- c. Worker's Compensation - Securing compensation for the benefit of the employees of the Contractor as required by Wisconsin Worker's Compensation Law.

3.8.2 As evidence of the above listed coverages, a Certificate of Insurance shall be forwarded to the City Risk Management Office, 406 City-County Bldg., Madison, WI 53703 prior to the beginning of work under this contract.

3.8.3 In the event of alteration, cancellation, material change, or nonrenewal of any of the above policies, the insurance company shall notify the City, in writing, at least thirty (30) days prior to the effective date of such alteration, cancellation, material change or nonrenewal, and may be cause for termination of this Agreement.

3.8.4 The Landscaper shall not alter, cancel, nor fail to renew the designated coverages without the approval of the City.

3.8.5 All insurance coverages shall be issued by insurance companies authorized to do business in the State of Wisconsin.

3.9 Prevailing Wage

3.9.1 The Contractor shall pay its employees the wage rates established by Sec. 4.23, Madison General Ordinances, and its referenced sections and shall require in its contracts and subcontracts for work on the project, adherence by those contractors, subcontractors and agents to the wage rates established by this Section 4.23 and its referenced sections. The contractor and its contractors, subcontractors and agents shall also adhere to the requirements of Madison General Ordinances Sec. 23.01(1)(d) "Payrolls and Records," Sec. 23.01(1)(j) "Evidence of Compliance by Contractor," and Sec. 23.01(1)(k) "Evidence of Compliance by Agent and Subcontractor" with the exception that the reference to "City Engineer" and "Department of Public Works" shall be to the City agency administering the project. Additional information is available on our website:

www.ci.madison.wi.us/comp/livewage/lw-index.htm

<http://www.cityofmadison.com/finance/wage/factsheet.cfm>

The 2015 City Living Wage is \$12.62 per hour.

3.10 TERMINATION

3.10.1 Refer to par. 25, Attachment A, Sample Contract for Purchase of Services

3.10.2 The City reserves the right to Refer to par. cancel the resulting contract at anytime in whole or in part without penalty due to non-appropriation of funds.

3.10.3 Opportunity to Cure: The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.



SECTION 4.0 SCOPE OF WORK

4.1 GENERAL

4.1.1 All work performed under this contract must be compliant with the terms, conditions and specification of this BID DOCUMENT including the following tables and attachments:

Attachment A	RAIN GARDENS PLANT PLATES (FOR INFORMATIONAL PURPOSES)
Attachment B	RAIN GARDEN PLANS SET
Attachment C	PRIVATE TERRACE RAIN GARDEN LOCATION SCHEDULE
Attachment D	RAIN GARDENS PLANT SCHEDULE

4.1.2 Landscaper warrants that its services are performed, within the limits prescribed by the City, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. The Landscaper shall be responsible for the accuracy of the work performed under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation. The Landscaper shall be responsible for any damages incurred as a result of their errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction.

4.1.3 This work shall be within the Rain Gardens in the City of Madison, as shown on the plans and described in (Attachment A, Attachment B, Attachment C, and Attachment D).

4.1.4 The contractor will provide the cost for plants, and the labor to install two thousand hundred seventy nine (2,079) plants in all Rain Gardens within this document. All surplus waste materials will be removed from the site. All plant care is to be in accordance with the plans, specifications of this contract. The Contractor shall have adequate experience and knowledge in the care of native and perennial plants.

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

4.2 MAINTENANCE OF TRAFFIC

4.2.1 The contractor shall furnish traffic control devices as specified by the City Engineer, for the duration of this purchase order.

4.2.2 The contractor shall at all time conduct work in such a manner as to insure the least possible obstruction to local vehicular and pedestrian traffic.

4.2.3 The work shall be done in accordance with the current edition of the Federal Highway Administration, Part VI of the "Manual on Uniform Traffic Control Devices" (MUTCD), and the State of Wisconsin Supplementary and City of Madison Supplements.

4.2.4 The Contractor shall not work in the street during the hours of 7:00 A.M. to 8:30 A.M. or 4:00P.M. to 5:30 P.M.

4.3 PUBLIC APPEARANCE AND DEMEANOR



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

4.4 INSPECTION

An inspection of all landscape areas shall be done, by the Landscape contractor, a minimum of once per month during the growing season. This is to assess work to be done and to locate problems which may have developed since the last inspection.

4.5 CARE OF RAIN GARDENS PLANTS

4.5.1 Extra precaution is needed to protect all planted plants within the Rain Gardens during the plants installation process.

4.6 PEST AND DISEASE CONTROL

4.6.1 All new plant material shall be inspected during the growing season for insects and/or disease. Any pest and/or disease problem shall be reported to the City to determine course of action. The remediation work shall be done on time & material basis upon approval of the City. There will be no herbicide usage on bedding plants.

4.7 WATERING OF PLANT MATERIAL

4.7.1 All newly installed Rain Garden plants shall be watered immediately after installation. The volume of water will be enough to fill the root zone and soak down to a good depth. Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the contractor.

5.0 AUTHORITY OF THE ENGINEER

5.1 The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision is made.

6.0 PROSECUTION OF WORK

6.1 The Contractor shall begin work on or before **September 9, 2015**. Work shall begin only after the start of work notification is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the Engineer Designee.

7.0 TIME OF COMPLETION

7.1 The estimated time of completion of all Rain Gardens shall be **September 21, 2015**.

8.0 BID ITEMS 90001 Cost to Supply Plant Materials



8.1 DESCRIPTION

This contract calls for the purchase of two thousand seventy nine (2,079) Wisconsin nurseries, and transported to each Rain Garden site, according to species and size as shown on the plans, described in (Attachment A, Attachment B, Attachment C, and Attachment D), under terms and conditions of this Bid Document.

8.2 MEASUREMENT

The Engineer will make a numerical count of all plant material.

8.3 METHOD OF PAYMENT

Prices shall be payment in full for the following:

1. Total number of all plants
2. The condition of each individual plant

8.4 BASIS OF PAYMENT

Payment for the above items will be on an Each (EA) basis.

9.0 BID ITEM 90002 – Labor Cost to Install Plant Materials

9.1 DESCRIPTION

This contract calls for the installation of 2 two thousand seventy nine (2,079).5" square by 3.5" deep potted plants.

The contractor shall be paid for the installation of plant materials in Bid Item 90001

This work shall include all material, labor and equipment necessary to install all plant materials as described in (Attachment A, Attachment B, Attachment C, and Attachment D), according to species and size as shown under terms and conditions of this Bid Document.

9.2 CONSTRUCTION METHODS

The contractor shall remove all existing weeds and mulch, if applicable, from each Rain Garden, before installing all new plants.

9.3 METHOD OF MEASUREMENT

All plant materials will be counted before installation.

9.4 BASIS OF PAYMENT

Payment is full compensation for the installation of all plant materials in all Rain Gardens. Payment will be by unit price per Each (EA). Payment will include furnishing all labor, tools, equipment and incidentals necessary to complete the contracted work.

Payment for the above item will be on an Each (EA) basis.



10.0 BID ITEM 90003 – Cost to Water Plant Material

10.1 DESCRIPTION

The contractor shall water all newly planted plant material. (As shown on all plans, Bid Form B, and all attachments, under terms and conditions of this Bid Document).

10.2 METHOD OF MEASUREMENT

All new installed Rain Gardens shall have one (1) initial watering at the time of installation and two (2) additional watering at one (1) week intervals after installing plant material, all watering shall be cover under this bid item.

This work shall include all material, labor and equipment necessary to water all newly installed plants in all Rain Gardens.

10.3 BASIS OF PAYMENT

Payment is full compensation for watering all installed plants in all Rain Gardens. Payment will include furnishing all labor, tools, equipment and incidentals necessary to complete work. Payment for the above item will be on a Each (EA) basis.

11.0 BID ITEMS 90004 Costs to Install Hard Wood Bark Mulch

11.1 DESCRIPTION

This contract calls for the purchase and the installation of nineteen (19) cubic yards (CY) of hard wood bark mulch. (As shown on the table below, Attachment A, Attachment B, Attachment C, and Attachment D, under terms and conditions of this Bid Document).

Address	Owner	Planting Plan	top Area (sf)	Mulch (CY) per Rain Garden
209 S. Owen Dr	John Hutmacher	Color-full	158	1.5
230 S. Owen Dr	Brian Sheppard	Butterfly Garden	191	1.8
301 S. Owen Dr	Mary Meobius	Color-full	164	1.5
302 S. Owen Dr	Pat Spoden		348	3.2
312 S. Owen Dr	Juanita	Serenity Now	159	1.5
314 S. Owen Dr	Brent Allen	Butterfly Garden	304	2.8
318 S. Owen Dr	Nancy McClements	Easy Does it	334	3.1
322 S. Owen Dr	Francisco Contreras	Easy Does it	180	1.7
325 S. Owen Dr	Kate Washabaugh	Color-full	150	1.4

Total 18.4



11.2 Construction Method

The contractor will purchase, transport and install three (3) inches of hardwood bark material to nine (9) Rain Gardens sites listed above.

11.3 METHOD OF MEASUREMENT

Price shall be payment in full for the purchase, transport and installation of three (3") inches of hard wood bark material to the above listed Rain Garden sites.

11.4 BASIS OF PAYMENT

Payment for the above items will be on a Each (EA) basis

12. Bid item # 90005 – Cost to Dewater Moorland Road Rain Garden Rain Garden

12.1 DESCRIPTION

Contractor may need to dewater the Moorland II Rain Garden.

12.2 CONSTRUCTION METHOD

The contractor may use a trash pump to dewater the rain garden, if needed.

12.3 BASIS OF PAYMENT

Payment for the above items will be on a Lump Sum (LS) basis.

13. Bid item # 90006 – Cost to Apply Herbicides to Moorland Road Rain Garden

13.1 Description

The contractor shall apply one (1) application of a herbicide or mixture of herbicides to control broad leaf invasive plants within the Moorland Road II Rain Garden.

The invasive weed species to be eradicated are as follow:

- Common Ragweed (*Ambrosia artemissifolia*)
- Giant Ragweed (*Ambrosia trifida*)
- Spotted knapweed (*Centaurea maculosa*)
- Canada Thistle (*Cirium arvense*)
- Curly Dock (*Rumex crispus*)
- BullThistle (*Cirsium vulgare*)
- Burdock (*Arctium minus*)
- Garlic Mustard (*Alliaria petiolata*),
- Japanese Knotweed (*Polygonum cusidatum*)
- Black Locust (*Robinia pseudoacacia*)
- Common Bucthorn (*Rhamnus cathartica*)
- Canary Grass (*Phalaris arundinacea*)
- Yellow Sweet Clover (*melilotus officinalis*)
- White sweet Clover (*melilotus alba*)
- Leafy Surge (*euphorbia esula*)
- Wild parsnip (*pastinaca sativa*)
- Crown Vetch (*Coronilla varia*)
- Japanese Hops (*Humulus japonicas*)
- Teasel (*Dipsacus fullonum*)



The herbicide shall be the least toxic required to prevent regrowth. Herbicide chemistry and the potential for exposure (i.e. application method) shall be considered as part of the herbicide selection process. All herbicides shall be applied by a licensed applicator and in accordance with the manufacturer's instructions. The Contractor shall submit documentation of the type of herbicide, along with the MSDS, to the Engineer prior to the start of construction. Herbicides containing Triclopyr, or Glyphosphate, or similar chemicals are recommended. Herbicides containing Picloram will not be approved.

All herbicide application shall be in strict accordance with the City of Madison Pesticide policy, available at www.cityofmadison.com/residents/MowTown/pesticidespolicy.cfm. The Contractor shall adhere to this policy and the notification requirements contained in the policy and shall promptly report to the Engineer all dates of application, type of herbicide used, and amount applied.

13.2 METHODS OF MEASUREMENT

Herbicide usage shall be measured as per square foot (SF) of work area, of any designated area specified by the Engineer.

13.3 BASIS OF PAYMENT

Herbicide usage shall be measured as provided above and shall be paid at the contract price per square foot (SF), which shall be full payment for applying herbicides to cutting of trees, shrubs, and brush from one eighth (1/8") inches up to twenty-four (24) inches diameter. Payment shall include all personnel, labor, herbicides and equipment needed to complete the above job.



BID FORM A

Bid SUMMARY PAGE

1	<p>Our firm hereby offers to provide the cost to supply plants, according to species and sizes, install plants, hard wood mulch, weed and trash removal, and water all Rain Gardens within this contract.</p> <p>All newly installed Rain Gardens shall have one (1) initial watering, two (2) consecutive weekly watering after initial planting and one (1) placement of three (3) inch hard wood mulch at the time of installation of nine (9) Rain Gardens.</p> <p>This work shall include all material, labor and equipment necessary to install all plants, install hard wood mulch, remove weeds and trash, and supply three (3) watering to all newly installed plants within all Rain Gardens.</p>
----------	---

For the 2014 Grand Total of \$ _____

(Bid Form B Total- Page 27)

Company Name (print or type)

Bidder's Name and title (print or type)



PROPOSAL

Rain Garden Replanting Contract - 2015

Project NO. 10501B

NAME OF BIDDER

ITEM	TYPE OF WORK	ESTIMATED QUANTITES		UNIT PRICE BID	TOTAL BID
10911	MOBILIZATION	1	LS		
90001	COST TO SUPPLY PLANT MATERIAL (2.5" square by 3.5" deep pots)	2,079	EA		\$
90002	LABOR COST TO INSTALL PLANT MATERIALS (2.5" square by 3.5" deep pots)	2,079	EA		\$
90003	COST TO WATER PLANT MATERIAL	3	EA		\$
90004	COST TO INSTALL HARD WOOD BARK MULCH	19	CY		\$
90005	COST TO DEWATER MOORLAND ROAD II RAIN GARDEN	1	LS		\$
90006	COST TO APPLY HERBICIDES TO MOORLAND ROAD II RAIN GARDEN	1392	SF		\$
					\$

Note: This form must be returned with your proposal response. Transfer Grand Total from this page to page 26.



SIGNATURE AFFIDAVIT

Note: This form must be returned with your proposal response.

PART I:

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

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Bid, and declares that the attached proposal and pricing are in conformity therewith.

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

Proposal Invalid Without Signature	
SIGNATURE OF BIDDER:	DATE:
NAME AND TITLE OF BIDDER:	COMPANY NAME:
TELEPHONE:	ADDRESS:
FAX NO.:	

Person to Be Contacted If There Are Questions about Your Proposal (if different from above)	
NAME:	TITLE:
TELEPHONE:	FAX NO.:
EMAIL:	



BID FORM C

PART II: RECEIPT FORMS and SUBMITTAL CHECKLIST

The undersigned hereby acknowledges the receipt and/or submittal of the following forms:
 (Initial all applicable forms)

Request for Proposal	Initial to acknowledge receipt of BID DOCUMENT Documents	Required Submittals Checklist Initial all submitted documents
Section 1.0: General Administrative BID DOCUMENT Information		
Section 2.0: Bid Procedure		
Section 3.0: Contract Terms and Conditions		
Section 4.0: Scope of Work		
Sample Contract for Purchase of Services (Not to be filled out unless awarded contract)		
Standard Terms and Conditions (Not to be filled out unless awarded contract)		
Attachment A: RAIN GARDENS PLANT PLATES (FOR INFORMATIONAL PURPOSES)		
Attachment B: RAIN GARDEN PLANS SET		
Attachment C: PRIVATE TERRACE RAIN GARDEN LOCATION SCHEDULE		
Attachment D: RAIN GARDENS PLANT SCHEDULE		
Addendum No. ____ Dated: _____		
Bid Form A	Bid Summary	
Bid Form B	Proposal Page - RAIN GARDEN RELANTING CONTRTACT II - 2015	
Bid Form C	Signature Affidavit Part I: Acknowledgement of Receipt of Forms Part II: Response Submittal Checklist Part III: Verification of Site Visit	
Bid Form D	Vendor Profile	
Bid Form E	Bidder Qualifications and Experience Questionnaire	
Bid Form F	References	

 Company Name (print or type)

 Bidder's Name and title (print or type)

 Date

 Signature



BID FORM C

PART III: Verification of Site Visit

The undersigned hereby acknowledges that he/she has visited all Rain Gardens locations, and fully understands there will be no recourse for negligence or oversight for not doing so.

Bidder's Name and title (print or type)

Signature



BID FORM D- VENDOR PROFILE

VENDOR PROFILE

1. Proposing Company Name:

FEIN	_____	OR	SOCIAL SECURITY NO. (If Sole Proprietorship)	_____
TEL	_____		TOLL FREE TEL	_____
FAX	_____		WEB ADDRESS	_____
ADDRESS	_____			
CITY	_____	STATE	_____	ZIP + 4 _____

2. Management Contact Person:

NAME	_____	TITLE:	_____
TEL	_____	TOLL FREE TEL	_____
FAX	_____	E-MAIL ADDRESS	_____

2. Sales Contact Person:

NAME	_____	TITLE:	_____
TEL	_____	TOLL FREE TEL	_____
FAX	_____	E-MAIL ADDRESS	_____

2. Contact Person in the event there are questions about your proposal:

NAME	_____	TITLE:	_____
TEL	_____	TOLL FREE TEL	_____
FAX	_____	E-MAIL ADDRESS	_____
ADDRESS	_____		
CITY	_____	STATE	_____
			ZIP + 4 _____

3. The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year in which the contract takes effect is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 3.58(8) within thirty (30) days of award of contract.

NAME	_____	TITLE:	_____
TEL	_____	TOLL FREE TEL	_____
FAX	_____	E-MAIL ADDRESS	_____
ADDRESS	_____		
CITY	_____	STATE	_____
			ZIP + 4 _____



BID FORM E

BIDDER QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE

(Use additional sheets, as necessary)

REQUIRED INFORMATION:

Complete this page and provide a separate written response for questions, responding in the same order.

Company Name _____

1. Provide a brief overview of the general background and services provided by your firm, including size of organization, description of organization structure, and experience in serving governmental entities.

2. Name and title of principals

3. Length of time firm has been providing landscape maintenance service. (Minimum of three (3) years in operation as a Landscape Maintenance Landscaper.)

4. Number of year under current ownership: _____

5. Identify the number of full-time employees in your organization assigned to or involved with providing landscape maintenance services.

6. Documentation of membership in trade or professional organizations

7. Names and copies of licenses, relating to horticulture, for any staff members.



BID FORM F

BIDDER REFERENCES

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include ZIP) _____

Contact Person _____

Phone No. _____

Product(s) and/or
Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____

Phone No. _____

Product(s) and/or
Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____

Phone No. _____

Product(s) and/or
Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____

Phone No. _____

Product(s) and/or
Service(s) Used _____



The following pages include separate files of the following bid forms and attachments:

Bid Form B	Proposal Page- RAIN GARDEN REPLANTING CONTRACT - 2015
Attachment A	RAIN GARDENS PLANT PLATES (FOR INFORMATIONAL PURPOSES)
Attachment B	RAIN GARDEN PLANS SET
Attachment C	PRIVATE TERRACE RAIN GARDEN LOCATION SCHEDULE
Attachment D	RAIN GARDENS PLANT SCHEDULE



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

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

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

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

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

Insurance Instructions:

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

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

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

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

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

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

(Attach and label documents as necessary.)

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

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

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

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

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NON-DISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

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

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

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

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

*As determined by the Finance Director

**As determined by the Department of Civil Rights

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

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

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

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

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

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. SEVERABILITY.

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

15. NOTICES.

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

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

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

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

17. GOODWILL.

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

18. THIRD PARTY RIGHTS.

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

19. AUDIT AND RETAINING OF DOCUMENTS.

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

20. CHOICE OF LAW AND FORUM SELECTION.

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

21. COMPLIANCE WITH APPLICABLE LAWS.

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

22. **CONFLICT OF INTEREST.**
 A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
 B. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this Agreement.
23. **COMPENSATION.**
 It is expressly understood and agreed that in no event will the total compensation for services under this Contract exceed \$_____.
24. **BASIS FOR PAYMENT.**
 A. **GENERAL**
 (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
 (2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this Agreement.
 (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
 (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
 (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
 (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
 (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
 (8) The City will not compensate for unsatisfactory performance by the Contractor.
 B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**
 (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
 (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
 (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
 (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.
25. **DEFAULT/TERMINATION.**
 A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
 B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.
26. **INDEMNIFICATION.**
 The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27.

INSURANCE.

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

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

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

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

28.

OWNERSHIP OF CONTRACT PRODUCT.

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

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

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

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

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

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

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

By: _____
Paul R. Soglin, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

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

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

_____ Date

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

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

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



CITY OF MADISON

(STC-Form: 05/28/2015)

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

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

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

11. Cancellation.

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

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

12. Specifications.

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

13. Regulatory Compliance.

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

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

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

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

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

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

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

19. **Tax Exemption.** The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.
20. **Affirmative Action.** If the Contractor employs 15 or more employees and has aggregate annual business with the City for the calendar year in which the contract takes effect of \$25,000 or more, the contractor will be required to file, within thirty (30) days of execution of the contract, a Model Affirmative Action Plan that is designed to insure that the contractor provides equal employment opportunity to all and takes affirmative action in its utilization of job applicants and employees who are women, minorities or persons with disabilities. [Madison General Ordinances, Sec. 39.02(9)]. The Model Affirmative Action Plan, Request for Exemption form, Workforce Utilization Statistics Report, and instructions are available at: www.cityofmadison.com/dcr/aaForms.cfm or by contacting the City of Madison Department of Civil Rights (DCR) at (608) 266-4910. If the contractor employs 15 or more employees but does not have annual aggregate business with the city of \$25,000 or more, contractor must submit certain workforce utilization statistics on a form provided by DCR, and for at least twelve (12) months after the effective date of this purchase, Contractor must notify the DCR of all job openings in Dane County open to applicants not already employees of the Contractor. The notice must include job description, classification, qualifications, application procedures, and deadlines. The Contractor agrees to interview and consider candidates referred by DCR if the candidate meets minimum qualification standards established by Contractor, and the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice. Further, the Contractor shall allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.
21. **Non-Discrimination.** In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
22. **Living Wage.** (Applicable to Service Contracts Exceeding \$5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website: www.cityofmadison.com/finance/wage.
23. **Prevailing Wage.** (Applicable to single-trade projects of \$48,000 or more & multiple-trade projects of \$100,000 or more.) When required by Wis. 66.0903, the Contractor warrants that prevailing wages will be paid to all trades and occupations, as may be applicable under Wisconsin Statutes sec. 66.0903. Wage scale is on file with the City Engineer and linked at www.cityofmadison.com/finance/purchasing (See "Prevailing Wage Rates.").
24. **Indemnification.** The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.
25. **Insurance.**

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

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

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

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

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

- 26. **Work Site Damages.** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
- 27. **Compliance.**
 - a. **Regulations.** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - b. **Licensing and Permits.** The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will keep them in effect** for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
- 28. **Warranty of Materials and Workmanship.**
 - a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.
 - c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
- 29. **Replacement of Defective Work or Materials.** Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
- 30. **Reservation of the Right to Inspect Work.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
- 31. **Sweatfree Procurement of Items of Apparel.** If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Madison General Ordinances, Sec. 4.25 "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See MGO 4.25(2) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
 - The sanctions for violating Sec. 4.25 under an existing contract are as follows:
 - a. Withholding of payments under an existing contract.
 - b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
 - c. Termination, suspension or cancellation of a contract in whole or in part.
 - d. Nonrenewal when a contract calls for optional renewals.
 - e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be

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

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

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

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

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

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

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

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

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

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

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

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

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

35. Software & Technology Purchases.

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

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