



REQUEST FOR PROPOSALS

No. RFP-7873-0-2007/MM

MARKETING WISCONSIN BIOAG GATEWAY AND SOUTHEAST MADISON BUSINESS CENTERS

Issue Date: September 6, 2007

Due Date: October 4, 2007, Thursday, 2:00 p.m. CST

Return To: City of Madison Purchasing Services
210 Martin Luther King, Jr. Blvd., Room 513
Madison, WI 53703-3346

Notice and Instructions to Proposers

1. Proposals 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.
2. Submit **one original** (identify), **eleven** complete copies and one electronic copy (PDF, CD or other compatible format) of your proposal. Include all required information and/or certifications as stated in Section A, par. 5, Submittal Format and Requirements.
3. All Proposals must be packaged, sealed and clearly labeled in the lower left hand corner:

Proposer Name and Address

RFP # 7873-0-2007/MM

TITLE: **WISCONSIN BIOAG GATEWAY AND SOUTHEAST MADISON
BUSINESS CENTERS**

DUE: 2:00 p.m., October 4, 2007

4. Deliver sealed Proposals to:

City of Madison Purchasing Services
Room 513, City-County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703-3346

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

For questions regarding this RFP, contact:

Monette McGuire, Buyer
City of Madison Purchasing Services
Phone: 608-267-4969
Fax: 608-266-5948
Email: mmcguire@cityofmadison.com



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ATTACHMENTS:

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RFP FORM E – NOTICE OF INTENT TO RESPOND

REQUEST FOR PROPOSALS No. RFP-7873-0-2007/MM
WISCONSIN BIOAG GATEWAY AND SOUTHEAST MADISON BUSINESS CENTERS

Please return this form via fax:

No later than: **THURSDAY, SEPTEMBER 20, 2007**
To: Monette McGuire, City of Madison Purchasing
Fax no. **608-266-5948.**

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 RFP

Reason, if no: _____



SECTION A: ADMINISTRATIVE PROPOSAL INFORMATION and CONDITIONS

1. INTRODUCTION

The City of Madison seeks to hire a Consultant or team of Consultants capable of identifying ways to enhance and promote the marketability of the southeastern portion of the city as an attractive location for new business development, especially within the Wisconsin BioAg Gateway. The Wisconsin BioAg Gateway is described further in the background section of this RFP.

2. CALENDAR OF EVENTS

Listed below are specific and estimated dates and times of actions related to this Request for Proposals (RFP).

DATE	EVENT
September 6, 2007	Date of issue of the RFP
September 18, 2007 10:00 a.m.	Pre-proposal conference Room 103A, City-County Bldg. 210 Martin Luther King Jr. Blvd.
September 20, 2007	Deadline for submitting written inquiries
September 20, 2007	Due: Notice of Intent to Respond
September 24, 2007	Notification of Addenda or revisions to the RFP will be posted on DemandStar and Vendornet web sites
October 4, 2007	Proposals due from vendors
October 12, 2007	Selected vendors invited to make presentation
October 18, 2007	Oral presentations by invited vendors and firm selection
October 16, 2007	Introduce resolution to hire firm at Common Council
Week of October 22 nd	Special EDC Mtg to act on resolution to hire firm
October 29, 2007	Meeting of BOE to act on resolution to hire firm
November 6, 2007	Approval of resolution by Common Council
November 9, 2007	Execution of contract
December 31, 2007	End of work on Phase 1
December 31, 2008	End of work on Phase 2

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, as needs and other circumstances dictate.

3. INQUIRIES AND CLARIFICATION OF SPECIFICATIONS

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before September 20, 2007 to:

Monette McGuire



City of Madison Purchasing Services
210 Martin Luther King Jr. Blvd
Room 513 City County Building
Madison, WI 53703-3346
Tel: (608) 267-4969
FAX: (608) 266-5948
E-MAIL mmcguire@cityofmadison.com

No telephone questions will be acknowledged. Questions posed to the City will be published on the bid distribution networks indicated below, after the City has had the opportunity to formulate responses.

www.demandstar.com

www.vendornet.state.wi.us

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

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will also be posted at the websites indicated. Proposers are encouraged to check the website regularly for questions and answers.

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

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held to respond to written and verbal questions raised during the meeting and to provide any needed additional instruction to proposers on the submission of proposals. If no questions are received, the City reserves the right to cancel the proposer conference. All vendors who intend to respond to the RFP are encouraged to attend.

Date: September 18, 2007
Time: 10:00 – 11:30 a.m.
Location: Room 103A
City-County Building
210 Martin Luther King Jr. Blvd.,
Madison, WI

5. PROCURING AND CONTRACTING AGENCY

- a. This Request for Proposals (RFP) is issued by the City of Madison Purchasing Services Unit, which is the sole point of contact for the City during the selection process. The person responsible for managing the procurement process is Monette McGuire, buyer, tel: 608-267-4969, email: mmcguire@cityofmadison.com.
- b. The contract resulting from this RFP will be administered by the City of Madison Office of Business Resources.

6. SUBMITTAL FORMAT AND REQUIREMENTS

- a. Proposal Organization and Format

Submit thirteen complete sets (1 original + 11 printed copies + 1 electronic CD format) of proposals. Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals must be



organized with headings and subheadings in the order stated in par. C below. Each heading and subheading should be separated by tabs or otherwise clearly marked.

b. General Submittal Information

The response to the RFP should be succinct but comprehensive and shall include suggested approaches related to the Consultant’s ability to achieve the City’s project objectives and scope of services. The Consultant may propose modifications to the suggested scope of services if it believes it will better achieve the project objectives.

c. Required Submittals

The RFP sections which should be submitted or responded to are:

<p>These are required submittals. Forms marked with an * are included in this solicitation.</p>	
<p>Tab 1</p>	<p>General Information and Signatures</p> <p>a. <u>Signature Affidavit - Parts I and II (*RFP Form A)</u> Submit certification with the legal name of the Proposer and signature of the person(s) legally authorized to bind the Proposer to a contract.</p> <p>b. <u>Consultant Profile Information (*RFP Form B)</u> Provide business identification and contact information required in the form.</p> <p>c. <u>References (*RFP Form C)</u> 1. Provide a list of organizations and/or clients with whom the Proposer has done similar business with in 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. 2. The City of Madison may also utilize other sources of information about the product(s) and/or service(s) proposed by the Proposer where these sources are publicly available and are equally available for all competing Proposers.</p> <p>d. <u>Designation of Proprietary and Confidential Information (*RFP Form D)</u> Please refer to par. 13 of this Section A.</p>
<p>Tab 2</p>	<p>Executive Summary</p> <p>The Proposer shall include a brief summary that includes the factual, core aspects of basic services offered, experience and qualifications of the Proposer, staff, consultants, subconsultants and/or suppliers, a list of relevant projects in the last five (5) years and the timeliness in which they were completed and any other relevant information.</p>
<p>Tab 3</p>	<p>Qualifications</p> <p>a. <u>Qualifications Overview / General Company Information</u> Provide a brief overview of the general background and services provided by your firm, including size of organization, description of organization structure, number of years in business and experience in serving governmental entities. Demonstrate the firm’s capability and evidence that the Proposer has experience providing services equal to or greater in scope than those requested in this RFP.</p>



b. Organization Management Approach

Describe the approach to organization management and the responsibilities of the management and staff personnel that will perform work on the Project; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work.

c. Key Staff

Description of the make up of the Consultant or Consultant team. Include names of key personnel to be assigned to the project, their role on the project, their titles, experience, and period of service with the team. Indicate the expected role of each of these individuals in the project and the total number of hours budgeted for their work on the project. Also indicate their respective workloads during the anticipated contractual period. Include each individual's experience with completing similar projects, including their understanding of regulatory concepts and issues, drafting of regulations and approach to public involvement. Include a brief statement of the availability of key assigned personnel of the team to undertake the project. Include sub-consultants. Include an organizational chart showing the relationship of the Consultant with the sub-consultants and with the City's Project Manager. Indicate the other major project commitments (current and projected) of the principals and firm(s) involved, the anticipated completion dates for current projects, the anticipated start to finish dates for projected projects, and the staffing capacity for the actual contract, if awarded.

Tab 4 Experience, Past Performance, Litigations

a. Experience

The City will evaluate the experience of the Proposer in providing the proposed services. Provide a description of relevant experience, especially in projects of similar size and scope. Include a clear statement of your firm's specific role in the process.

Be specific and identify projects, dates and results. Include the following information:

1. The client name, address, telephone number and the name of a contact person.
2. A description of the performed Work
3. The contract period and duration
4. A statement or notation as to whether the Firm was a prime Consultant or a Sub consultant.
5. The result of the project
6. List any and all contracts the Firm or its principals have performed for the City.

b. List all current projects.

c. Description of the Consultant's experience in developing and implementing real estate marketing materials

d. Description of the Consultant's experience in developing and implementing community marketing materials

e. Description of the Consultant's experience with outreach and marketing to Bio-Ag and technology related business.



	<p>f. Disclosure of Contract Failures, Litigations</p> <p>Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the consultant or in which the consultant has been judged guilty or liable, or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.</p>
Tab 5	<p>Technical Approach</p> <p>a. Description of the Consultant's proposed approach to the project including the strategy used to achieve the project objectives and the scope of services. Describe the allocation of the project budget by task (time, personnel, etc.). Describe the methods proposed to complete the project. Describe how the work will be completed in an effective, timely, economical and professional manner. The Consultant shall provide a proposed project timeline that indicates the approximate schedule for completing each of the project tasks described in the scope of services.</p> <p>b. Describe how the project will be organized and how the Consultant will coordinate with the City staff.</p> <p>c. Provide a point by point response to each of the details in Section B, par 3, Funding and Scope of Work</p>
Tab 6	<p>Cost Proposal</p> <p>The Consultant shall submit fee and reimbursable expense schedules necessary to accomplish the scope of services identified in Section C. The fee submittal shall address the following items:</p> <ol style="list-style-type: none">1. A proposed lump sum cost2. A detailed full service fee proposal outlining the services to be provided under each phase of work as described in the scope of services. Include the basis for the costs for each component of the scope of services.3. The value of the work of the Consultant, and all the sub-consultants. Include the respective percentage of sub-consultant's involvement in each phase of work.4. Hourly rate schedule by personnel and reimbursable expenses, and the proposed number of hours budgeted for each member of the Consultant firm/team.5. Proposed fees will be used as an indication of the level of services to be provided. The City will not select professional services on a low bid basis although the cost of work will be one of the factors considered in selecting a consultant. The City reserves the right to negotiate final fees and scope of services with the selected Consultant, potentially including the final composition of the Consultant team.6. The Consultant shall indicate any additional work that it believes is needed and the cost of such work.



7. EVALUATION AND SELECTION

a. Evaluation

The RFP selection process for the project will proceed under the direction of the City's Project Manager in accordance with the following stages:

1. Received proposals will be reviewed for completeness and compliance with RFP guidelines. All incomplete RFP's submitted may be determined nonresponsive and removed from the evaluation process. To be considered complete, RFP's shall include all required submittals listed in the checklist (Form A - Part II) and shall be signed and dated. In the event that all proposers do not meet one or more of the requirements, the City of Madison reserves the right to continue the evaluation of the proposals that most closely meet the requirements of this RFP.
2. The City's RFP Selection Committee will make the final selection and recommendation following the evaluation of the proposals and interviews with some or all of the Consultants. However, the City may make preliminary selection(s) on the basis of the original proposals only, without negotiation or interviews with any proposers. Upon completion of interview(s), if required by the Selection Committee, the Committee will re-evaluate, re-rate and re-rank the remaining proposals in consideration based upon the written documents submitted and any clarifications offered in the interviews.
3. The Selection Committee may request best and final offers from one or more offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. If best and final offers are requested, they will be evaluated against the stated criteria, scored and ranked.
4. Proposers may not contact members of the Selection Committee at anytime during the evaluation process, except at the City of Madison Purchasing request.
5. Clarification of Proposals. During the evaluation of proposals, the City reserves the rights to contact any or all Proposers to request additional information for purposes of clarification of RFP responses, reject proposals which contain errors, or at its sole discretion, waive disqualifying errors or gain clarification of error or information.
6. In making their selection under this RFP, the City and the RFP Selection Committee will focus on the submittals and the consultant interviews, general qualifications and prior history of performance in accordance with the general selection criteria set forth in this RFP.
7. The City of Madison recently adopted a local preference purchasing policy that would grant a 5 percent request for proposal scoring preference to Dane County based proposers. Proposers seeking to obtain local preference will be required to register when the City of Madison online registration website becomes available.
8. At any phase, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, all as the best interests of the City may appear.

b. Consultant Interviews

Some or all of the Consultants will be invited to make an oral presentation to the RFP Selection Committee on a date and time and in a location and format to be determined by the City.

c. RFP Evaluation Criteria



Submitted proposals will be evaluated based on the following criteria:

1. Demonstrated and successful development and implementation of real estate marketing materials.
2. Demonstrated and successful development and implementation of community marketing materials.
3. Demonstrated experience with outreach and marketing to Bio-Ag and technology –related business.
4. Relevant experience and qualification of Consultant and Consultant Team who will be working on and leading this project; Leadership and commitment of principals to lead the team.
5. Consultant's proposed allocation of the project budget to the respective elements of the scope of services.
6. The degree to which the Consultant's proposed project approach and methodology is consistent with the project objectives, anticipated tasks, timeline and proposed scope of services; Ability to develop a complete marketing plan and implement the marketing program on time and within budget parameters.
7. Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget.
8. Local preference

d. Selection

Consultant selection will be made based on the results of the evaluation of the proposals and the consultant interviews.

8. ADDENDA

Revisions to any part of the solicitation or provision of additional information shall be made by addenda. Proposers must acknowledge the receipt of any addendum in the appropriate section. It shall be the responsibility of the Proposers to regularly monitor the bid distribution websites used by the City (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 bid being disqualified.

9. ACCEPTANCE/REJECTION OF PROPOSALS

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

10. INCURRING COSTS

This initial phase of request for Proposals does not commit the City to award a contract, pay any costs incurred in preparation of these applications, or to procure or contract for any services.



11. PROPOSER QUALIFICATIONS

The City of Madison may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer 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 proposal if the evidence submitted by, or investigated of, such Proposer fails to satisfy the City, that such Proposer understands the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

12. PROPOSAL CONTENT

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

13. DESIGNATION OF PROPRIETARY INFORMATION

- a. 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 Proposer prior to the bid submission date.
- b. 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 bid.
 - 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.
- c. Proprietary information submitted in a bid, or in response to the RFP, 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 bid 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 bids will be available for review in accordance with the Wisconsin Open Records Law.

14. ACCEPTANCE OF TERMS

By submitting an application, the Proposer affirms its acceptance of the terms and conditions of this RFP, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

15. STANDARD CONTRACT

Included with this RFP is a standard City of Madison contract, Attachment A, Contract for Purchase of Services. The terms of this template contract may become contractual obligations following award of the RFP. By submitting a proposal, the Proposer affirms its willingness to enter into a contract containing substantially similar terms to those in Attachment A, Contract for Purchase of Services.



16. EXECUTED CONTRACT

The City's Request for Proposal, the proposal responses, written communications and the resulting Contract based on the Contract for Purchase of Services constitute the entire Contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

- a. Official Purchase Order and/or Contract for Purchase of Services
- b. Request for Proposal Number 7873-0-2007/MM, dated September 7, 2007, amendments/attachments
- c. Standard Terms and Conditions
- d. Response received
- e. Any finally negotiated terms and conditions
- f. Written communications

17. PAYMENT TERMS

Payment terms will be negotiated and tied to specific deliverables with a minimum of 25% retained until the City has accepted the completion of the project. Payment will be made within thirty days after receipt of a properly documented invoice and approval of deliverables to date.

18. PUBLIC OPENINGS

There will be no public openings following the due date for submission of Proposals. All information received shall remain confidential until the selection of qualified consultants has been completed.

19. BID DISTRIBUTION NETWORKS

- a. The City of Madison posts all bid announcements, addenda notices, and bid/RFP documents on two bid distribution networks. All Proposers must access documents, information, amendments or supplements from either one of these websites. It shall be the responsibility of the Proposers 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 bid 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 bids 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/>

- b. For this particular Request for Proposals project only, announcements and information will also be made available on the following websites:

- American Planning Association:

<http://www.planning.org/rfp-RFP/>

- Wisconsin Chapter, American Planning Association

<http://www.wisconsinplanners.org/>



SECTION B: PROJECT INFORMATION and SCOPE OF WORK

1. OBJECTIVE OF THE PROJECT:

The City of Madison desires to identify ways to enhance the marketability, and promote, the southeastern portion of the city as an attractive location for new business development, especially within the Wisconsin BioAg Gateway.

2. TIMELINE

This is a 2-phase project.

Phase 1 work is expected to commence in November 2007 and last approximately 2 months. Phase 1 includes the preparation of a marketing plan.

Phase 1 work is expected to commence in November 2007 and last approximately 2 months. Phase 1 includes the preparation of a marketing plan. The initial contract for this project will be for Phase 1, with the understanding that the selected consultant will also complete Phase 2 upon acceptance of the marketing plan by the City. Within the contract, the City will reserve the right to not proceed with Phase 2 of the project, or to approve moving forward with only a mutually agreed upon portion of the marketing plan prepared as part of Phase 1.

Phase 2 work is expected to commence in January 2008 and last approximately 12 months with key deadlines throughout 2008. Phase 2 is the implementation of the marketing plan that is prepared in Phase 1. Although it is recognized to be a somewhat tight timeline, interested parties must commit to maintain this schedule due to the budgetary requirements of the City and the dynamics of marketing the Wisconsin BioAg Gateway.

3. FUNDING AND SCOPE OF WORK

a. PHASE 1:

1. The total amount budgeted for Phase 1 is approximately \$85,000.
2. The City is looking for creative approaches to meet the objectives of the project. Proposers may submit multiple options or marketing strategies for consideration.
3. The Consultant must complete background research, develop marketing recommendations, and prepare a plan to brand, market, and promote the Wisconsin BioAg Gateway and Southeast Madison business centers. More specifically, this marketing plan will include:
 - Inventory and assessment of existing business mix, available property, general conditions, and review of existing plans for this area. Plans for this area include:
 - Stoughton Road Revitalization Project: www.stoughtonroad.com SRRP focuses on the entire Hwy 51 corridor, including the Femrite/Dutch Mill Road entrances to SE Business Centers and Wisconsin BioAg Gateway.
 - City of Madison Comprehensive Plan, Volumes 1 and 2, Chapter 5-Economic Development: <http://www.cityofmadison.com/planning/comp/plan.html>
 - TID # 24 project plan: <http://www.cityofmadison.com/planning/tidmaps/TID24Plan.pdf>

Outreach by consultant to the existing Southeast Madison business community will be required during this initial phase and throughout the project.

- A brand/image that identifies why the Wisconsin BioAg Gateway and southeast Madison



is an appropriate location for additional BioAg and technology-related business.

- A comprehensive marketing strategy for land and buildings within southeast Madison to promote southeast Madison to the local and national business community and BioAg industry business cluster entities, especially within the Wisconsin BioAg Gateway.
 - Specific methods to reach-out and recruit businesses to locate within the Wisconsin BioAg Gateway and southeast Madison (i.e., specific trade organizations and their publications, site selectors and trade magazines, trade shows, conferences, web applications, signage, partnerships, etc., that the City should utilize).
 - Coordination with the Midwest BIOLINK Incubator (MBI) Initiative to insure a cohesive/collaborative marketing approach between the City and MBI. MBI is currently preparing a business plan for their facility that will likely include a discussion of a marketing strategy. As such, this is an opportune time to align marketing efforts.
4. Firms interested in submitting a proposal should recognize that the marketing plan is serving three concurrent purposes.
- The first, and most important, is to attract high quality business to available space within Southeast Madison, which will in turn provide family-supporting jobs and increase the tax base.
 - The second is to build upon the cluster of Bio-Ag and high-tech businesses already found within Southeast Madison.
 - Lastly, to recognize that the City currently owns 27-acres of land within the BioAg Gateway, and will require professional assistance to market and sell these parcels. Given the varied purpose of this contract, the City will welcome a consultant team with a diverse set of experience and skill. A multi-disciplinary team with consultants from both a real estate and marketing background is acceptable: however, this is not an RFP for real estate brokerage services.
5. It should also be recognized that the City actively and passively supports other business development initiatives throughout the community. The intent of this campaign will be to further promote the development of Madison's economy, and not to compete with other business development initiatives found throughout the City.

b. PHASE 2:

1. The total amount anticipated for Phase 2 is approximately \$250,000.
2. Provide a proposed approach to implement the marketing plan. Include a potential, general prioritized timeline for implementing the marketing strategies, likely tasks, critical and mandatory steps in the process, major project milestones and completion of project. Tie in likely itemized budget items and cost to implement each component of the plan to the degree known at this time. Specify likely milestones in the scope of work, with not to exceed amounts for each one if known at this time.
3. At the end of phase I, the Consultant shall finalize and present the implementation strategy to the City of Madison, subject to modification, negotiation and approval by the City. A separate contract shall be executed to incorporate all the final negotiated terms and conditions for the second phase of the project.

4. INTRODUCTION and BACKGROUND:



Wisconsin BioAg Gateway History

In 2004, a group of economic development professionals convened to brainstorm and position the city and state for the new economies in the evolving Bio-Agriculture product market. Since that time, this "BioAg Team" has synthesized initial concepts and assembled ideas necessary to implement several bio-agriculture related business development strategies. These new BioAg economy ideas and related strategies evolved from State and City business development initiatives, and leadership of a forward thinking local utility, regional planning consultant, BioAg leaders, finance experts, and proven technology from local industries. This diversity helped guide the creation of both a focused land use plan (Wisconsin BioAg Gateway) and business plan (Midwest Biolink Incubator) covering a complete spectrum of BioAg entrepreneur and commercialization projects. The BioAg Team (DATCP, City of Madison, MGE, Vandewalle & Associates, Madison Development Corporation, Orbitec/Planet LLC, and others) continues to meet and position this project with respect to funding, partnerships, business development, and fine tuning of the business model.

The Wisconsin BioAg Gateway is a specialized R&D and commercialization business center located inside of Tax Increment Finance District (TID) #24 (SE Madison) and future TID # 39. This park is 100% oriented towards capitalizing on city, state, and regional Bio-Agriculture (BioAg) assets that combine agriculture products with manufacturing expertise in the biotech arena. The centerpiece, and vital to the success of BioAg Gateway, is the planned Midwest BioLink Incubator (MBI).

GATEWAY COMPONENTS: All components of the BioAg Gateway are immediately adjacent to each other as well as the physical locations of the State of Wisconsin Agriculture Department and Hygiene Laboratory. There are four main components to the Wisconsin BioAg Gateway Campus (outside of these state partners):

- The 27-acre **BioAg Business Park**—Developable state of the art BioAg business campus.
- The 200-acre **Wisconsin Ag Showcase/Field Demonstration**—Working lands highlighting Ag Crops, future best practices, and field-testing of new crops.
- The **Wisconsin Agriculture Discovery Center**—Interactive demonstration facility for Wisconsin agriculture diversity, future opportunities, services for processing, training, education, and sources for agricultural entrepreneurs and end users.
- The **Midwest Biolink Incubator (MBI)**
 - o **Controlled Environment Agriculture (CEA) Facility**—Planet LLC to contribute technologies and intellectual properties for state-of-the-art biosecure CEA for research and production.
 - o **Advanced Commercialization Greenhouse**—High productivity, climate independent, accelerated development, biosecure, customized 24/7 manufacturing operation greenhouses.
 - o **Wisconsin BioAg Institute**—Broad based guidance, administration and direction from industry, investment, academic and research experts.

In 2006, the City of Madison purchased the lands of the BioAg Business Park. This 27-acre platted parcel is ready for development with infrastructure and utilities already in place. Acreage on site has been identified for the future locations of MBI and the State-funded Wisconsin Ag Discovery Center. Graduates and tenants of the incubator and synergistic biotech industry cluster companies (BioAg refineries, processors, small and large existing BioAg companies) can locate in the balance of the campus land. Adjacent to the business park is the 200-acre field demonstration Ag Showcase area. These lands, which are currently under a 20-year lease by a private partner, Agricol, will be used for field-testing display and research. Portions of these lands will be subleased to BioAg companies. There are two buildings at the entrance to the BioAg Gateway Campus, 2810 and 2820 Walton Commons West, that are also suitable for lease to BioAg related companies, one of which has existing wet lab space with complete casework. Other adjacent structures are also for sale and lease along World Dairy Drive, Femrite Drive and Agriculture Drive.

Based on its components, the proposed Wisconsin BioAg Gateway Campus has the ability to 1) serve as an incremental "cradle-to-maturity" program for BioAg technology entrepreneurs and companies while 2) providing the statewide benefits to entrepreneurs working in the BioAg arena.



Wisconsin BioAg Gateway will serve as an economic development and commercialization center. MBI will be both an R&D and commercialization facility, to prototype and test production in a biosecure environment. MBI will also develop, implement and service new plant manufacturing systems with controlled environment facility and services. MBI will employ a recycling and reduced resources program, reducing energy consumption and not involve fertilizer due to biosecure environments. It will also lower variable costs, product costs, and provide for faster ramp-up times.

More information about the BioAg Gateway can be found on the following websites:

<http://www.bio.wisc.edu/clusterMap/wisbio.html>

<http://www.bio.wisc.edu/clusterMap/documents/BioEconomy.pdf>

A map of city owned property can be found at:

<http://www.cityofmadison.com/econdev/REal%20Estate%20Mkg%20Map.pdf>

A map of other business centers found in Southeast Madison can be found at:

http://www.cityofmadison.com/econdev/BusinessPark%20-%20StoughtonBeltline_5mile%202007%200808.pdf

LOCAL CEA AND GREENHOUSE MARKET DYNAMIC: There are over 200 biotech companies in the State of Wisconsin, many located in the Capitol Region. In order for the state and city to position themselves in this emerging BioAg market, we are going to need to provide the technology and resources for entrepreneurs. This campus and MBI will move technology out of the lab and into the commercial (patentable) market. MBI will also provide space for production of already patented products. It will also move low-technology agriculture products into the BioAg arena. The best way to attract and expand biotechnology advancements in the BioAg arena is to encourage start-ups, create incubators, and fill the technology gap with targeted resources.

The Biotron facility on the UW Madison campus is a 40-year old R&D facility with approximately 50 CEA rooms and 25 greenhouses with augmented lighting. The use of these facilities is shared among the many departments at the University. They customarily operate between 70-90% occupancy and have very limited availability for off-campus users, particularly since one must lease large spaces (approximately three separate or distinct testing areas) for controlled studies. Due to its university ownership and state function, off campus users (private companies) receive the lowest priority when space for research becomes available. Due to the June 2007 award of \$125 million in federal research dollars for the Great Lakes BioEnergy Research Center, it is estimated that the Biotron will be 100% occupied once the center opens. Due to their age, limited vacancy, high-energy consumption, and the new competition for the limited vacant space, there is a great possibility that the MBI will have relationships with and serve the University scientific community. It is also anticipated that private research being conducted at MBI could greatly benefit from expertise at the UW, particularly the College of Agriculture and Life Sciences (CALS) staff.

The City of Madison will benefit greatly from the Wisconsin BioAg Gateway Campus in the form of new jobs, industry cluster leadership, creation of higher income jobs, increased tax base, and national and international presence.

MARKET AREA POTENTIALS FOR PROSPECTIVE MBI AND CAMPUS TENANTS

MBI--INCUBATOR: The MBI will be a unique controlled environment facility that provides a biosecure setting for the development, test, and validation of high efficiency growth and production of plants modified to produce human, animal, and industrial proteins and commercial bio-agricultural manufacturing systems and protocols. Unlike many other hi-tech incubators, BioAg technologies can bring products and ideas to market in a matter of a couple of years rather than decades. Sometimes, it can be just months. New partnerships, products, and businesses will be born, "incubated" and



graduated into formal markets. ***BioAg market areas of great potential are concentrated in the development of plant-made pharmaceuticals (PMP), plant-made industrial products (PMIP), and high-yield crops.***

Market Perspective: *Imagine growing the active ingredients for a cancer drug in lettuce and a cervical cancer vaccine in corn. Picture spider silk growing in tobacco plants that would be three times as strong and one-third the weight of Kevlar. These projects are all happening right now!! PMP, PIMP and high-yield crops are more commonly known as products called therapeutic and medicinal applications (derived antibodies, enzymes, vaccines, structural proteins, anti-disease agents), vitamins, nutraceuticals (botanical oils, dietary and nutritional supplements), bio-plastics, bio-fibers (seatbelts, fishing lines, clothing, construction materials), plant metabolites (fragrances, flavors), high-yield crops, and bio-fuels.*

- PMP--\$125 Billion by 2012
 - PMIP--\$280 Billion by 2010
 - Nutraceuticals--\$125 Billion by 2009
 - Natural Products/Plant Metabolites—estimates not available at this time
 - Bio-Fibers--\$1 Billion by 2010
 - High-Value Crop Production--\$3.5 Billion (also eliminates the risk of recent *E. Coli* outbreaks and allows for year round production capacity).
-
- BioFuels. Biofuels are potential markets but it is anticipated the new Great Lakes Bioenergy Center will be the epicenter for this research in Wisconsin.

The vision for the MBI is to help develop a new category of Wisconsin industry focused on plant-made products in controlled agricultural manufacturing facilities. Current estimates indicate that within eight to ten years, Wisconsin's share of the projected \$40-60B market would result in 100-700 new regional jobs with new industry expenditures of \$30M to \$100M. The estimates of total economic activity resulting from the MBI range from \$50M to \$150M within ten years, and may be conservative. We believe that this activity will occur whether MBI exists or not; however, the MBI would help focus and sustain a large segment of this activity in Wisconsin. As part of this activity, several hundred good paying jobs are anticipated, with a return of tens of millions of dollars in tax revenues projected.



RFP FORM A

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 Proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer 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.

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

Proposal Invalid Without Signature	
SIGNATURE OF PROPOSER:	DATE:
NAME AND TITLE OF PROPOSER:	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:	



RFP FORM A

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 Proposals	Initial to acknowledge receipt of RFP Documents	Required Submittals Checklist. Initial all submitted documents
Section A: Administrative RFP Information and Conditions		
Section B: Project Information and Specifications		
Attachment A: Sample Contract for Services		
Attachment B: Standard Terms and Conditions		
Addendum No. ____ Dated: _____		
Addendum No. ____ Dated: _____		
Addendum No. ____ Dated: _____		
<u>Tab 1</u>	General Information and Signatures a. Signature Affidavit - Parts I and II (*RFP Form A) b. Consultant Profile Information (*RFP Form B) c. References (*RFP Form C) d. Designation of Proprietary and Confidential Information (*RFP Form D)	
Tab 2	Executive Summary	
Tab 3	Qualifications a. Qualifications Overview b. Organization Management Approach c. Key Staff	
Tab 4	Experience, Past Performance, Litigations	
Tab 5	Technical Approach	
Tab 6	Cost Proposal	

 Company Name (print or type)

 Proposer's Name and title (print or type)

 Date

 Signature



RFP FORM B
CONSULTANT PROFILE

1. **Proposing Company Name:** _____

2. FEIN _____ OR SOCIAL SECURITY NO. _____
 (If Sole Proprietorship) SSN to be provided if awarded the contract _____
 DUNN AND BRADSTREET NO. _____

3. **Form of Organization:** Corporation Limited Liability Company General Partnership
 Sole Proprietor Unincorporated Association Other: _____

4. **Location of Main Office:**
 ADDRESS _____
 CITY _____ STATE _____ ZIP + 4 _____

5. **Location of Office servicing City of Madison account:**
 ADDRESS _____
 CITY _____ STATE _____ ZIP + 4 _____

6. **Principal Information and Contact:**
 NAME _____ TITLE: _____
 TEL _____ TOLL FREE TEL _____
 FAX _____ E-MAIL ADDRESS _____

7. **Contact Person in the event there are questions about your proposal:**
 NAME _____ TITLE: _____
 TEL _____ TOLL FREE TEL _____
 FAX _____ E-MAIL ADDRESS _____

8. **Mailing address where City purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing:**
 NAME _____ TITLE: _____
 TEL _____ TOLL FREE TEL _____
 FAX _____ E-MAIL ADDRESS _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP + 4 _____

9. **Affirmative Action Contact:**
 The successful Consultant, 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 _____



RFP FORM C
CONSULTANT 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.

Service(s) Used

Company Name

Address (include ZIP)

Contact Person

Phone No.

Service(s)

Company Name

Address (include ZIP)

Contact Person

Phone No.

Service(s)

Company Name

Address (include ZIP)

Contact Person

Phone No.

Service(s)



RFP FORM D

Designation of Confidential and Proprietary Information

The material submitted in response to this solicitation documentation includes proprietary and confidential information which qualifies as a trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. We request that the following pages not be released:

Section	Page No.	Topic

This does not apply to proposal prices. Prices are always open. Other information usually cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all 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; and 2) The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. Other markings of confidential in the proposal document will be considered to be insufficient.

The undersigned agrees to hold the City harmless for any damages arising out of the release of any material unless they are specifically identified above. In the event the designation of confidentiality of this information is challenged, the undersigned also agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality.

Authorized Representative Signature_____

Authorized Representative Name_____

Title_____

Company Name_____

Date_____



ATTACHMENT A

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.

The entire agreement of the parties is contained herein and this contract 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, 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, or national origin.

13. AFFIRMATIVE ACTION.

A. The following language applies to all contractors employing fifteen (15) or more employees: (MGO 3.58(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. 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 Sec. 13. A., at the time the Request for Exemption in 13.B. 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 City Comptroller

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 3.58(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights ("Department"), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

RELEASE OF PAYMENT: (MGO 3.58(9)(e)1.b.) Within thirty (30) days from the effective date of this contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.



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 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 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 including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

A. It 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, it 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.

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 3.58(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 3.58(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 3.23 and 3.58 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 City Comptroller, 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:

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.

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. Subcontractors shall maintain a similar policy covering as insured each subcontractor.

Worker's Compensation

Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor, as required by Wisconsin Worker's Compensation Law.

Professional Liability

The Contractor shall 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.

As evidence of the above listed coverages, a Certificate of Insurance, a copy of the policy showing the relevant endorsement(s), and a cover letter identifying this Contract shall be forwarded to the City Comptroller, Attention: Risk Manager, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703-3345, prior to the beginning of work under 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. **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.



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: _____

 (Witness)

Date: _____

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

By: _____
 David J. Cieslewicz, Mayor

Date: _____

Approved:

 Dean Brassler, City Comptroller

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 Purchasing Agent on behalf of the City of Madison:

By: _____
 Randy A. Whitehead, Accountant 4
 Designee of Comptroller

_____ Date

Please note: MGO 4.26(3) and (5) authorize the Comptroller or designee to sign contracts for purchase or services 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).)



ATTACHMENT B

Standard Terms and Conditions

(STC-Form: 08/04/2006)

This document is intended to indicate the minimum requirements for the submission of bids.

1. General. "City of Madison," "City," and "Purchasing" are synonymous and mean the City of Madison. The words "bid," "proposal," 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.

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 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 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.

2. 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.

3. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Bid 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 subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.

4. 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.

5. Pricing and Discount.

a. Unit prices shown on the bid/bid 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Affirmative Action. 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 file, within thirty (30) days of award of contract, an 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 applicants and employees who are women, minority or persons with disabilities. [Madison Ordinance, Section 3.58(9)]. The Model Affirmative Action Plan for Suppliers, Request for Exemption form, and instructions are available at: <http://www.cityofmadison.com/affact/FormsPubs.html> or by contacting the **City of Madison Affirmative Action Department, Attn: Contract Compliance Monitor at (608) 267-8786.** Further, the Contractor shall allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.

18. Non-Discrimination. The Seller agrees not to discriminate against any employee, applicant or subcontractor who offers to subcontract on this contract 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, political beliefs, student status and other such classifications that may be added by council action.

19. Entire Agreement. These standard terms and conditions shall apply to any contract or order as a result of this Request for Bid/Proposal

except where special requirements are stated elsewhere in the Request, in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any documents, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

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

21. Prevailing Wage Rate. When skilled labor is required for any service project, the Contractor warrants that the current minimum rate of wage scale established by the Common Council, under provisions of Section 23.01 of the City Ordinances, be paid to all trades and occupations. Wage scale is on file with the Clerk of the City of Madison. Additional information is available on our website: www.ci.madison.wi.us/purch.html

22. Insurance.

The Contractor will insure, and will require each subcontractor to 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. Worker's Compensation - Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor, as required by Wisconsin Worker's Compensation Law.
- c. 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. Subcontractors shall maintain a similar policy covering as insured each subcontractor.
- d. Professional Liability (Architects and Design Professionals only)- The Contractor shall 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.

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.

23. 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.

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 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 negligent acts of the City or its agents or its employees.

25. Compliance.

- a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority



- b. 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.
- 26. Project Completion Date. All bidders are required to show a project completion date on the attached proposal page.
- 27. 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.
- 28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
- 29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

- 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.

- 30. Sweatfree Procurement of Items of Apparel. Section 4.25 of the [Madison General Ordinances](#), "Procurement of Items of Apparel," is hereby incorporated by reference and made part of this contract.

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 of the Madison General Ordinances 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