



**Request for Proposals (RFP) for Supplemental Nutritional Assistance Program (SNAP) access at Dane County farmers' markets through Electronic Benefits Transfer (EBT).**

RFP Directions:

Respond to all items in Sections B, C, D and F. Sections A and E will provide additional information for your proposal and process. Please submit all responses to:

Public Health of Madison and Dane County  
c/o Janel Heinrich, Director  
210 Martin Luther King, Jr. Blvd. Room 507  
Madison, WI 53703

Please submit a copy of all responses and address all questions relating to the Request for Proposals to:

Mark Woulf  
Food and Alcohol Policy Coordinator  
Office of Mayor Paul R. Soglin  
210 Martin Luther King, Jr. Blvd. Room 403  
Madison, WI 53703  
(608) 266-4611

## **Table of Contents**

### **A. Purpose of the RFP**

- 1. Overview**
- 2. Background**
- 3. Proposal deadline and submission information**

### **B. Scope of Services**

- 1. Minimum programmatic requirements**
- 2. Optional Programming**
- 3. Contract Term and Funding**

### **C. Program Design**

- 1. Mandatory Programming**
- 2. Optional Programming**

### **D. Budgetary and Sustainability Plan**

- 1. Budget details**
- 2. Program sustainability plan**
- 3. Program evaluation**

### **E. Evaluation and Selection Procedures**

### **F. Legal Requirements**

## **ADDENDUM ON MADMARKET DOUBLE DOLLARS**

**A. Purpose of the Request for Proposals (RFP).**

**1. Overview**

The City of Madison and Dane County, through Public Health Madison & Dane County, seek an entity, non-profit, for-profit, faith-based, private, or public, to coordinate, administer, and sustain a Supplemental Nutritional Assistance Program (SNAP) access pilot program through Electronic Benefits Transfer (EBT) at the Dane County Farmers' Market with the option of supporting other existing farmers' markets' and the City of Madison MadMarket Double Dollars matching incentive program in 2014.

The interest of Madison and Dane County is to evaluate this pilot program in 2014 to determine a possible structure for eventually bringing existing farmers' markets under one county-wide EBT SNAP program that shares common currency, accounting, and customer outreach. The programming in 2014 is intended to lay the groundwork for a larger, more expansive program in 2015, subject to appropriation from the Dane County Board of Supervisors and the Madison Common Council.

**2. Background**

Nearly \$6 million in SNAP benefits are issued in FoodShare (SNAP) in Dane County each month. It is estimated that \$60,000 of SNAP dollars were redeemed at farmers' markets in Dane County in 2013; over \$43,000 of which was spent at the flagship Dane County Farmers' Market. There are twenty-six farmers' markets in Dane County, nine of those currently are operating an EBT program.

We believe that access to farmers' markets for SNAP users has strong health and economic benefits for both the participants in the program and the vendors at the market. It is estimated that for every SNAP dollar spent, there is an economic stimulus of \$1.73, making it one of the best public investments in terms of return. The USDA estimates that only \$0.11 of every dollar spent on food in our country gets returned to the farmer. A farmers' market transaction cuts out the retailer and distributor, returning the majority of each dollar directly back to the local producer.

There is also emerging evidence that when given the opportunity to shop at farmers' markets, SNAP users will purchase more fruits and vegetables when compared to a traditional grocery run. Farmers' markets are also more accessible for some neighborhoods, especially those who may not have adequate access to transportation.

**3. Proposal Deadline and Submission Information**

<b>Request for Proposals Due Date</b>	<b>May 12, 2014 by Close of Business</b>	
<b>RFP Evaluation Time frame</b>	<b>Review of Proposals: May 12-19, 2014</b>	
<b>Program Start Date</b>	<b>May 31, 2014</b>	

**B. Scope of Services**

1. **Minimum Programmatic Requirements**--In order for a proposal to be considered, the response must include the following items (respond to these items in Sections C and D):
  - a) Programming must maintain current levels of service at the Dane County Farmers' Market (both Saturday and Wednesday) through the duration of 2014.
  - b) Programming for the Dane County Farmers' Market must begin by May 31, 2014.
  - c) Staffing or volunteer presence at each participating market in the program.
  - d) At least one EBT machine at each market during its operation.
  - e) The program includes a uniform, easily-identifiable market script or system for use as "market dollars" across all participating farmers' markets. The script is to be redeemable at each participating market.
  - f) In-house or a contractual agreement with adequate accounting services in order to issue and process checks for vendor reimbursements.
  - g) Program budget must be detailed to include line item expenses related to all aspects of programming, including, but not limited to, staff time, materials, and EBT fees.
  - h) Program budgets for the utilization of federal assistance programs when applicable.
  - i) Budget does not exceed maximums set forth in Section B3 (below).
  - j) Metrics, as outlined in Section D3, should be recorded and reported to the Public Health Department of Madison and Dane County on a quarterly basis.
  
2. **Optional Programming** --A proposal may include any or all of the following items. The budget for the program should reflect any of the optional programming, if included. Please note the maximums set forth in Section B3.
  - a) Programming must include expansion to two additional farmers' markets within the City of Madison that do not currently operate an EBT program; programming for the additional markets must begin by August 1, 2014.
  - b) Several markets already operate an EBT program. The proposal should include a plan to bring in the existing programs under common components of one EBT program that includes uniform script or currency and accounting services. Staffing models may remain the same at existing markets. The existing programs should transition into the program by August 1, 2014.

- c) The program should include a plan to administer and support the MadMarket Double Dollars Program (see Addendum) at all participating markets that operate an EBT program, including, but not limited to, staff support, accounting services, and program marketing by August 1, 2014.

**3. Contract Term and Funding**

If selected to enter contact negotiations Public Health Madison & Dane County, the maximum authorized amount for 2014 is \$35,000. This will be a one-year contract.

Year	Max. City/County Contribution
2014 w/ Minimum Programmatic Requirements only	\$15,000
2014 w/ Minimum Programmatic Requirements and <u>all</u> optional programming	\$35,000

## C. Program Design

### 1. Mandatory Programming

- a) This RFP assumes that programming in 2014 will be limited in scope and term, but the program itself must not begin any later than May 31, 2014 at the Dane County Farmers' Market. What is your staffing plan (i.e. duties, responsibilities, time commitment, etc.) specifically related to ensuring a start date by May 31, 2014?
- b) Please describe how you would utilize a combination of staff and volunteer coordination to oversee the program at the Dane County Farmers' Market. If you plan on utilizing volunteers, how do you plan on recruiting for the program? What is your plan for ensuring that the market has adequate staffing (either your staff or your volunteers)? In the event of a circumstance where a staff person or volunteer is unable to be present at a market, what is your contingency plan to ensure access to EBT that day?
- c) Describe, *in detail*, the administration of the program in terms of process. Provide a step-by-step explanation of the program, from the initial interaction with a user of the program with the EBT transaction, to the reimbursement of the individual vendor.
- d) How do you plan on advertising the program both at the farmers' markets and outside of the markets? What forms of media do you plan on utilizing to advertise the program? What partnerships do you anticipate developing in order to target the appropriate populations?
- e) Describe your plan for both participant and vendor education. What information do you plan on providing each in explaining the program? Where will you direct questions or concerns about the program? What other groups, organization, or programs do you anticipate partnering with, if any, to provide assistance with this type of outreach?

### 2. Optional Programming

- a) Describe a plan for 2014 to establish the program for *at least two* of the following existing farmers' markets that do not currently have an EBT SNAP program in the City of Madison that are located in dense areas of SNAP participation. What farmers' markets do you anticipate targeting and why? What is your timeline for establishing the program that these markets? Do you anticipate purchasing new EBT equipment for these markets? What assistance do you anticipate in accessing USDA funds for the purchasing of new machines?

#### Capital View Farmers' Market

- **When:** Wednesdays, 3-7pm June - October (go to website for exact dates)
- **Where:** Corner of Northstar and Sharpsburg Dr., Grandview Commons Neighborhood, east of the Interstate off Cottage Grove Rd.
- **Website:** [www.capitolviewfarmersmarket.com](http://www.capitolviewfarmersmarket.com)

#### Brittingham Farmers' Market (New This Year)

- **When:** Tuesdays, 3-6pm June-September
- **Where:** Brittingham Park, 800 Block of West Washington Ave.

**Hilldale Farmers' Market**

- **When:** Wednesday and Saturday Mornings, 7am - 1pm
- **Where:** Hilldale Mall: May - November outdoors in rear parking lot; November - April inside Hilldale shopping center (go to website for exact dates)
- **Website:** <http://www.hilldale.com/farmersmarket.html>

Households in selected farmers market zip codes receiving Food Stamp/SNAP benefits in past 12 months									
American Community Survey 2012 (US Census)									
		Hilldale Farmers' Market		Capitol View Farmers' Market (Cottage Grove Rd)		New Brittingham Park Farmers' Market			
		53705		53718		53715			
		Estimate#	Percent	Estimate#	Percent	Estimate#	Percent		
		332	2.9%	246	4.5%	287	6.3%		

- b) Please describe your plan for outreach to current farmers' markets *with* EBT SNAP programs. Establish how you plan to bring existing programs under common components of uniform currency (market script) and accounting services (vendor reimbursement) and the requirements (minimum vendors, contract, etc.) you would set for existing programs to be accepted as a part of your program. Outline a plan that includes a specific deadline for existing programs to become a part of your programming for 2014.
- c) Describe an administration plan for operation of the MadMarket Double Dollars Program (see Addendum). The plan should include a staffing structure (staff vs. volunteers) for each participating market, a projection of a maximum organizational capacity for managing the program (e.g. the maximum number of markets that could be staffed), a plan for adequate accounting services to support the acceptance and reimbursement of program dollars, a timeline of services that includes a start date no later than August 1, 2014, and the projected cost of those duties herein. DO NOT include estimated cost for the Double Dollars script or the matching dollars themselves as the City of Madison is responsible for coordination of those items.

**D. Budget and Sustainability Plan**

**1. Budget details.**

- a. Please provide budget details, by itemization, that include, but not limited to, cost estimates for the following items (*budget must additionally respond to Section B3*):**
  - i. Staffing (Accounting services, programmatic coordination and administration, and outreach and promotion.).**
  - ii. Supplies and materials (printing of market script, EBT machines and fees, mailing).**
  - iii. Travel expenses (reasonable estimates for travel in between markets).**
  - iv. Other funding sources (USDA programs, in-kind support, vendor fees, etc.).**
  - v. Optional program costs (if applicable).**

**2. Program Sustainability.**

- a. What is your short and long-term plan to ensure that programmatic costs of the program never exceed your projected budget?**
- b. What relationships do you plan to establish to assist with SNAP user outreach, both in terms of farmers' market promotion and other critical nutritional education?**
- c. Another aspect of sustainability is institutionalizing the program at individual markets. How do you plan on cultivating individual market organization and programming to ensure long-term success?**

**3. Program Evaluation**

- a. Please describe what measures/indicators you will use to track the progress of the program. How will this data be collected?**
- b. Please describe a successful program in terms of the indicators you will plan to use. What does "success" look like in 1, 3, and 5 years?**
- c. Is your organization able to provide quarterly reports to Public Health of Madison and Dane County and participate in quarterly meetings to review progress?**



**E. Evaluation Criteria. *Qualification factors will be weighted as shown.***

- Level of Response to Minimum Programmatic Requirements: 20%
- Cost Analysis—Effective Use of Resources: 25%
- Program Design: 30%
  - Coordination: 10%
  - Outreach: 10%
  - Administration: 10%
- Sustainability/Evaluation Plan: 25%
- Local Preference Bonus: Up to 5%
  
- **Total 100%**

A Selection Committee comprised of members of the City of Madison Food Policy Council, in consultation with the Dane County Food Council, will review and rank responses and make recommendations to the Madison Common Council and the Dane County Board of Supervisors, no later than May 14, 2014.

F. **Legal Requirements.** Firms proposing will be assumed to be willing to execute the standard City of Madison Contract for Purchase of Services. A sample contract is attached to this RFP. Any exceptions to this contract should be stated in the Proposal.

**1. Standard Terms and Conditions**

**Standard Terms and Conditions (STC-Form: 05/11/2012)**

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

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

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

As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous. If the City accepts a bid or proposal, the bid or proposal together with the City's entire Request for Proposals or Invitation for Bids and any other terms and conditions expressly agreed between the parties in writing, shall constitute a contract and will be the Entire Agreement, as described in paragraph 2 ("Entire Agreement"). In the event of any conflict between this Section A and any other terms and conditions included in the accepted bid or proposal, the terms of Section A shall control unless the parties expressly agree to another order of precedence, in writing. Finally, if a separate written contract is executed between the parties as a result of this solicitation, the terms and conditions of that contract shall control.

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 offer or 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).

2. **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.

3. **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.

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

5. **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.

6. Pricing and Discount.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

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

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the

upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.

- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. Affirmative Action. If the Contractor employs 15 or more employees and has aggregate annual business with the City for the calendar year in which the contract takes effect of \$25,000 or more, the contractor will be required to file, within thirty (30) days of execution of the contract, a Model Affirmative Action Plan that is designed to insure that the contractor provides equal employment opportunity to all and takes affirmative action in its utilization of job applicants and employees who are women, minorities or persons with disabilities. [Madison General Ordinances, Sec. 39.02(9)]. The Model Affirmative Action Plan, Request for Exemption form, Workforce Utilization Statistics Report, and instructions are available at: <http://www.cityofmadison.com/dcr/aaForms.cfm> or by contacting the City of Madison Department of Civil Rights (DCR) at (608) 266-4910. If the contractor employees 15 or more employees but does not have annual aggregate business with the city of \$25,000 or more, contractor must submit certain workforce utilization statistics on a form provided by DCR, and for at least twelve (12) months after the effective date of this purchase, Contractor must notify the DCR of all job openings in Dane County open to applicants not already employees of the Contractor. The notice must include job description, classification, qualifications, application procedures, and deadlines. The Contractor agrees to interview and consider candidates referred by DCR if the candidate meets minimum qualification standards established by Contractor, and the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice. Further, the Contractor shall allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.

19. Non-Discrimination. The Seller agrees not to discriminate against any employee, or applicant who 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. Contractor further agrees not to

discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, aged, disability, sex or national origin.

Contractor is further notified that, in the event that additional protected classifications are added to Section 39.02(9)(b) of the Madison General Ordinances prior to commencement of work under this proposal, the amended ordinance shall apply to the Contractor.

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

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:  
<http://www.cityofmadison.com/finance/purchasing/>

22. Indemnification. The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.

23. Insurance. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on

its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

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

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

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

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

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

f. Proof of Insurance, Approval - The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective

dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the contract, or sooner, for approval by the City Risk Manager. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

24. 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.

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 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.

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 demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.

- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
  - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
  - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
- f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

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

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

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

- 32. Equal Benefits Requirement. (Sec. 39.07, MGO)

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

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

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

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

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

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

## ADDENDUM ON MADMARKET DOUBLE DOLLARS PROGRAM

The MadMarket Double Dollars Program is a farmers' market incentive program for Supplemental Nutritional Assistance Program (SNAP) or FoodShare participants. The program, piloted in 2013 at four farmers' markets, offers a dollar-for-dollar match for all Electronic Benefits Transfer (EBT) transactions at participating farmers' markets. The initiative is spearheaded by the City of Madison in designing the program and raising funds for the matching dollars. In 2013, the initiative was funded by the four main health care providers: Group Health Cooperative, Meriter, UW-Health, and St. Mary's. The administration of the program was provided in-kind by the Community Action Coalition of South Central Wisconsin.

The program began August 2013 at the Northside Farmers' Market, the Eastside Farmers' Market at Wil-Mar Community Center, and two South Madison Farmers' Market locations at the Villager Mall and Labor Temple and ran through the end of October. The City of Madison seeks to expand the reach of the MadMarket Double Dollars Program by raising additional funding for the matching dollars and locating an administrative home for the program.