

CITY OF MADISON

REQUEST FOR QUALIFICATIONS



RFQ #: 8978-0-2021-BP

Title: Public Art - Metro Campus

City Agency: Planning

Due Date: May 7, 2021
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Madison Planning (“City”) is soliciting Proposals from qualified vendors for Public Art - Metro Campus. Vendors submitting Proposals (“Proposers”) are required to read this Request for Qualifications (“RFQ”) in its entirety and follow the instructions contained herein.

1.2 Important Dates

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

Issue Date: April 9, 2021
Questions Due Date: April 15, 2021
Answers Posted Date: April 22, 2021
Due Date: May 7, 2021 2:00 PM CST

1.3 Format

Please reference Section 3 below for all information related to the submission of this RFQ.

1.4 Labeling

All proposals must be clearly labeled: Proposer’s Name and Address
RFQ #: 8978-0-2021-BP
Title: Public Art - Metro Campus
Due: May 7, 2021, 2:00 PM CST

All email correspondence must include RFQ #8978-0-2021-BP in the subject line.

1.5 Delivery of Proposals

Please reference Section 3, below, for all information related to the submission of this RFQ.

1.6 Appendix A: Standard Terms & Conditions

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

1.7 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$25,000 or more for the calendar year in which the PO and/or Contract takes effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan (www.cityofmadison.com/dcr/aaFormsVS.cfm) designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. The Model Affirmative Action Plan for Vendors, Request for Exemption form, and instructions are available at: www.cityofmadison.com/dcr/aaForms.cfm or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910.

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

Job postings: If Contractor employs 15 or more employees, regardless of dollar amount, Contractor must notify the City of all external job openings at locations in Dane County, WI and Contractor agrees to

interview candidates referred by the City or its designee. Job posting information is available at: www.cityofmadison.com/dcr/aaJobSkillsBank.cfm.

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions-**

1.8 City of Madison Contact Information

The City of Madison Planning is the procuring agency: Karin Wolf
City of Madison Planning
PH: (608) 261-9134
kwolf@cityofmadison.com

The City of Madison Purchasing Services administers the procurement function: Brian Pittelli
Purchasing Services
City-County Bldg, Room 407
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3346
PH: (608) 267-4969
FAX: (608) 266-5948
bpittelli@cityofmadison.com

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

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

1.9 Inquiries, Clarifications, and Exceptions

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

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFQ document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFQ, the City will post addenda – see 1.10 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Madison reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.10 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFQ, the City will post addenda to its Proposals distribution websites – see 1.11 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any

addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.11 Bid Distribution Networks

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

State of Wisconsin VendorNet System: State of Wisconsin and local agencies bid network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar by Onvia: National bid network – Free subscription is available to access Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: www.demandstar.com

To Register: www.onvia.com/WAPP

1.12 Local Vendor Preference

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

1.13 Oral Presentations/Site Visits/Meetings If Invited to Phase II

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFQ process. Such presentations, meetings or site visits will be at the Proposers expense as part of the Honorarium as described in Part 2.4.

1.14 Acceptance/Rejection of Proposals

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

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

1.15 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of

90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.16 Non-Material and Material Variances

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

1.17 Public Records

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

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

S. 19.36(5)

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

s. 134.90(1)(c)

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

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

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

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

1.18 Partial Award

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

1.19 Tax Exempt

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

1.20 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.21 Proposers Responsibility

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

1.22 Contract

A contract with the City of Madison will be established with the awarded artist or team. If you apply as a team, name one person as the designated Team Leader. The contract will be between the City of Madison and the Team Leader.

1.23 Ownership and Copyright

Artists selected to create the art feature will be required to confirm in writing that they are the original creators of their designs, have not copied anyone else’s designs and that their design does not infringe on anyone else’s intellectual property rights.

The City shall have ownership and possession of all final products including all finalist concept designs and shall have the exclusive right to display the work, merchandise and make reproductions of the work. Any contract under this program shall recognize the unique responsibilities of a municipality by including a consensual modification of the applicable provisions of the Visual Artists Rights Act of 1990 (17 U.S.C. §106A). However, with the consent of the City Attorney and the approval of the Madison Arts Commission, the Arts Administrator may enter into an agreement with an artist that does not waive any of the artists VARA rights when the benefits of doing so outweigh the risks of proceeding without the modifications of VARA rights.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Call to Artists

The Madison Arts Commission is accepting applications from artists or design teams to provide a site-specific artwork for the Metro Campus near the corner of East Washington Avenue and South Ingersoll Street as part of the *Metro Bus Barn Rehabilitation Project (Phases II and IIIA)*.

2.2 Project Overview

The City of Madison requires that 1% of the budget for most capital projects go towards the provision/integration of art. Madison Metro Transit is in the process of implementing a multi-phase improvement to its primary facility located on a gateway corridor in the downtown just 12 blocks from the State Capitol building. This art project is associated with two phases of that overall improvement project.

The neighborhoods adjacent to the Metro Campus have seen many improvements in recent years, with new residential and commercial developments along East Washington Avenue. Lined with sports and music venues, restaurants, taverns, and retail establishments, this section of East Washington Avenue is becoming a corridor known for music and entertainment events. This project provides an opportunity for an artist or design team, to create a site-specific art feature that affirms the unique character of the area and celebrates East Washington Avenue as a thoroughfare related to movement.

The selected artists, design team, or company will work with the Madison Arts Commission, various City departments, and stakeholders to develop the final project. A recommendation for selecting one or multiple artists, design teams, or companies will be that of the Madison Art Commission Public Art Committee and will be based on the submitted application materials and other criteria identified below. Madison's Common Council will need to approve the final project.

2.3 Project Description

The Metro Transit Facility is located in a central location on the isthmus in order to provide efficient city-wide bus service. The Metro Transit Facility is located on East Washington Avenue in a narrow industrial mixed-use corridor within the [Marquette Neighborhood](#) and across the Street from the [Tenney-Lapham neighborhood](#). The Metro building's blank facade is two City blocks long without any street activation or human scale, which is not in keeping with the residential character of the established neighborhoods or the commercial character of the active street. The southern side of East Washington Avenue along this building face is considered unfriendly to pedestrians.

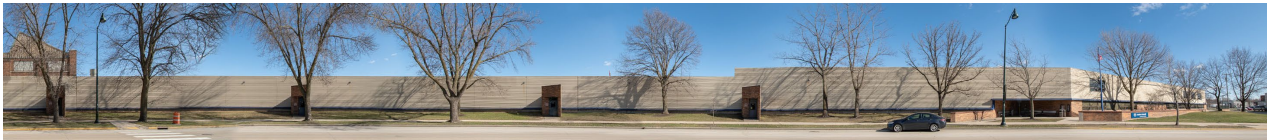
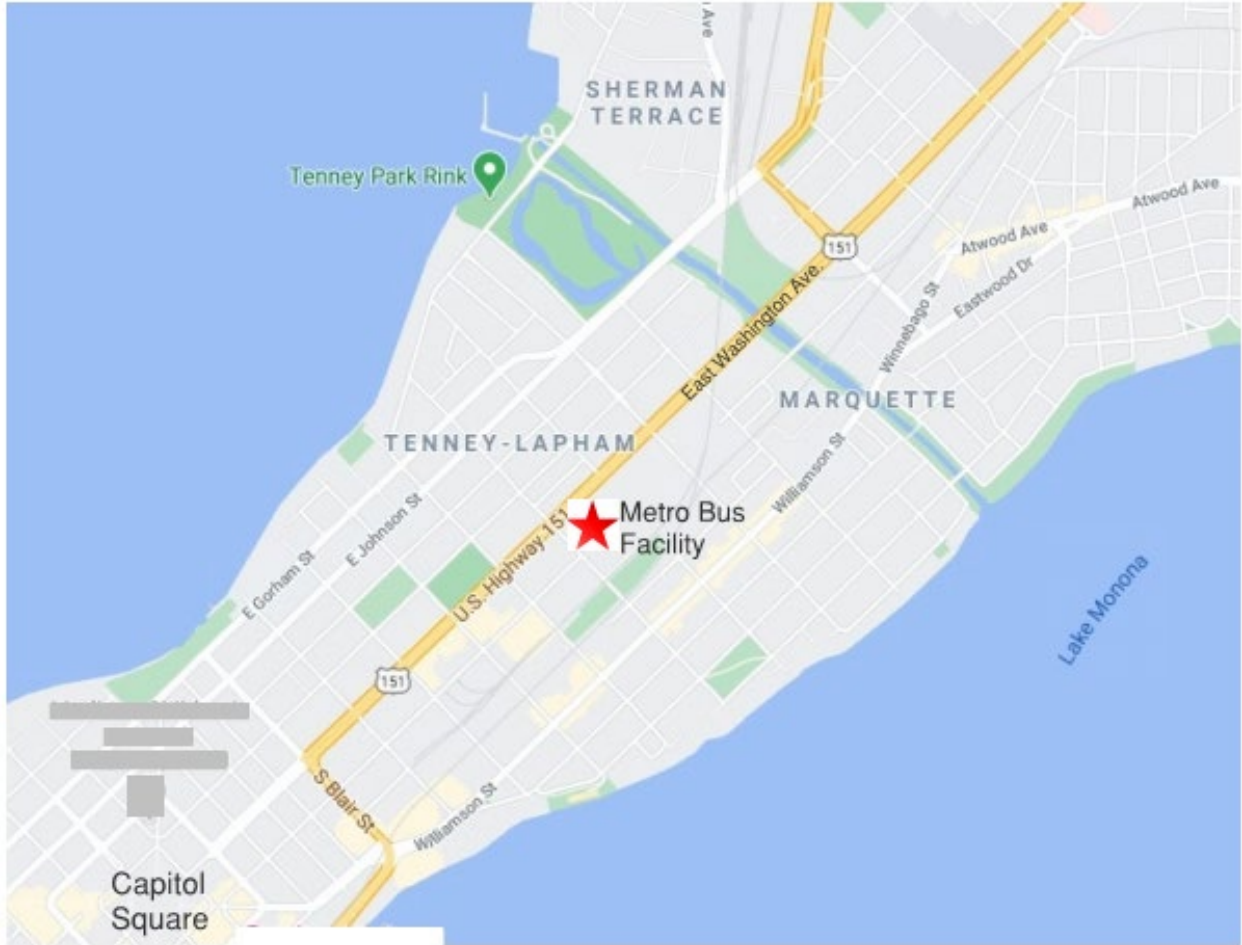


Image of north elevation of the Metro Transit Facility and triangular green space. City of Madison photo.

Downtown Madison is on an isthmus between two scenic lakes with the State Capitol sitting on the highest point. Home to the University of Wisconsin-Madison and State government, the City offers a richness of museums, libraries, cultural institutions, shopping, dining and sporting events.



Google maps image showing location of Metro Bus Facility on the isthmus.

East Washington Avenue is considered a main thoroughfare, physically connecting the east edge of the City on one end with the State Capitol and other government buildings on the other end, with businesses and residences between the two points. Portions of East Washington Avenue have recently been revitalized with the construction of residential and commercial buildings. The influx of additional residents in this area of established residential neighborhoods has spurred the need for more food, service and entertainment venues and as a result, this corridor is becoming known as a cultural and sports district.



Google maps image showing location of Metro Transit Facility building for art piece.

2.4 Stakeholders

The selected artist or team will work with a consortium of stakeholders with an interest in improving the public face of the Metro Transit Facility including: Leadership and staff of Metro Transit, Transportation Commission, Urban Design Commission, Marquette Neighborhood Association, Tenney-Lapham Neighborhood Association, other unaffiliated residents, Downtown Madison Inc, Engineering, Traffic Engineering, and Planning Divisions, Madison Arts Commission, the District 6 and 2 Alders, and various other City departments and community stakeholders. The Madison Arts Commission will be responsible for advancing a recommendation for selection of an artist or team based on the criteria identified below. Madison’s Common Council will need to approve the final design for the project.

2.5 Specific Project Location: (Red areas indicate potential project locations)



Google map image showing the potential project locations in red.

The area chosen for this site-specific art installation is on the western end of the block near the corner of East Washington Avenue and South Ingersoll Street. The building's north west corner is cut off providing a triangular green space at the intersection. The entrance closest to South Ingersoll Street is used by staff and the related seating area is used for breaks during the work day.

The grounds and the building walls along East Washington Avenue are the primary locations identified for the art piece as a way to activate the street; however, the Madison Arts Commission will consider art pieces that extend onto the diagonal portion of the building façade or into the triangular green space if the extension enhances the space and the art piece.

If the art piece is using the building walls as a backdrop, the piece should be able to be removed for wall maintenance and repairs without damage to the piece or the building walls.



Egress portals project from the north providing the only indication of human scale. The portals have an angled expression and are clad in brick and blue metal panel which contrasts the horizontal siding used for the main body of the building.



Google street view image of north building wall along East Washington.



Google street view image of north building wall along East Washington.



Google street view image of Metro Facility showing staff entrance and triangular green space at corner of Ingersoll and East Washington.



Image showing staff entrance near corner of Ingersoll and East Washington. City of Madison photo.



Google street view image of Metro Facility showing staff entrance and triangular green space at corner of Ingersoll and East Washington.



Image of the Metro Facility showing triangular green space at corner of Ingersoll and East Washington. Note low brick wall that creates inner paved area shown in image below. City of Madison photo.



Metro Facility near corner of Ingersoll and East Washington showing the area inside the brick wall at the triangular green space. City of Madison photo.

2.6 Potential Materials and Amenities

The Madison Arts Commission is interested in an art piece feature utilizing materials that are permanent, durable, and vandal-resistant and require minimal maintenance. Amenities and materials for the Metro Campus Art project include: 1) large expanses of building wall with horizontal siding uninterrupted by windows and architectural detail (except for egress portals); 2) architecture that emphasizes horizontality; 3) a series of building egress portals of orange/brown brick and blue metal panel; 4) expanses of grass with mature trees; 5) salvaged Metro bus parts.

2.7 Conceptual Requirements

The artwork must conform to zoning requirements and public safety standards and address issues of vandalism and maintenance to the City's satisfaction. Artists should allocate budget for engineering drawings of their work including structural engineering stamped by a licensed structural engineer who must be part of the design team.

2.8 Eligibility Criteria

The competition is open to artists or design teams who have the vision and skills required to complete the art commission to the highest standards of artistic innovative and technical expertise.

While specific experience is not explicitly required, it should be noted that the Madison Arts Commission requires individuals or teams with skills and experience commensurate with the responsibility of successfully completing a major outdoor public artwork with a substantial budget.

The phases of the selection process are described below. If selected as a semi-finalist in Phase I, artists/teams will be invited to submit a site-specific proposal for Phase II. If offered the commission after Phase II of the selection process, the artist/design team selected to receive this commission must have final designs stamped by a licensed structural engineer and have their proposal reviewed by a conservator who is a fellow or a PA with the American Institute for Conservation prior to receiving authorization to proceed with fabrication.

2.9 Budget and Honorarium Design Fee

Honorarium for Design Fee

Up to 3 artists will be selected as semi-finalists to submit site specific proposals for the second phase of the selection process, and will be eligible for a **\$2,000 honorarium budget** to include design fee, presentation materials including maquette, travel expenses, mandatory site meetings (may occur virtually), presentations and other meetings as necessary, and promotion upon completion.

Art Commission Budget for Site Specific Work

The total budget for this project is **\$110,000**, and shall cover all costs associated with design, artist fees, fabrication, transportation, installation, presentation, applicable insurance required of the Artist, tools, engineering and safety review, materials, labor and all related costs required for the completion and installation of the artwork.

2.10 Anticipated Project Schedule

April 9, 2021	Phase I -Request for Qualifications released
April 15, 2021	Due date for questions regarding RFQ
May 7, 2021	Application deadline 2:00 PM CDT
June 2021	Semi-finalists selected and notified of their invitation to continue with Phase II selection – site specific design proposals
June 2021	Required orientation site visit/virtual meeting for semi-finalists
August 2021	Deadline for design submissions from semi-finalists to include images of maquette and scaled, design concept drawings
August/September 2021 (to be scheduled)	Finalist presentations to city staff team and selection committee; evening public display and reception for semi-finalists' design concepts
September 2021	Award and notification for accepted winning design/artwork
November 2021	Artist engineering & safety review (structural and mechanical engineering and other details necessary for approval)
December 2021-June 2022	Fabrication
Summer/Fall 2022	Installation Complete, unveiling and reception

2.11 Selection Process – Phase I

Please note that this is a general guide to the selection process. The City reserves the right to make modifications if necessary.

Phase I – Request for Qualifications (RFQ)

1. Any applicants meeting the eligibility criteria are invited to respond to this RFQ.
2. Semi-finalists will be selected for interviews and site specific proposals based on a review of qualifications and completed projects.
3. The Selection Panel for this project will be the Madison Arts Commission via its Public Art Subcommittee, which will receive input from Metro Transit and other City staff, Common Council Representatives, and other stakeholders. This committee will select semi-finalists to proceed to Phase II.

Phase I – RFQ Selection Criteria

The following Selection Criteria will be used to review RFQ submissions to select semi-finalists whose proposals:

1. Shows relevant professional artistic experience and ability to undertake the design, creation, installation and requirements of this project;
2. Describes the design approach and artistic merit - excellence, originality, creativity, innovation, aesthetic, conceptual and technical quality represented in the submissions;
3. Demonstrates the record of timely completion of projects - experience and ability in meeting deadlines and budgets and in working cooperatively with designers, contractors, engineers and project managers;
4. Features previously completed projects that reflect enduring artistic quality and have operated long-term with minimal maintenance.

2.12 Selection Process – Phase II

Please note that this is a general guide to the selection process. The City reserves the right to make modifications if necessary.

Phase II –Design Invitation for Site Specific Proposals

1. Semi-finalists, chosen from RFQ applicants, will receive a \$2,000 honorarium fee for the design concept proposals that will include maquette, sketches, concept paper and detailed budget. The fee shall also cover travel and other expenses associated with any presentations and promotions required.
2. Finalists will be invited to interviews with the Selection Panel to discuss their experience and their approach to public art in general and their response to this Metro Campus Art opportunity.
3. A **mandatory (may be virtual)** briefing session and site visit for semi-finalists will be scheduled sometime in June of 2021.
4. Semi-finalists will be required to submit full project proposals and present sketches/models/design concepts to a committee and/or city officials.

5. Design concepts may be publicly displayed.
6. Recommendations from the Selection Panel will be forwarded to the Madison Arts Commission and to the City of Madison Common Council for final approval.
7. The winning design artist/team selected for the project will enter into a professional contract after successful negotiations.

Phase II – RFQ Selection Criteria

The following Selection Criteria will be used to review semi-finalist proposals to select the final artist whose proposal:

1. Affirms the character and context of the site within the surrounding neighborhoods;
2. Celebrates East Washington Avenue as a gateway transportation corridor enlivened with a mix of residential uses, music, sports, restaurants, and other businesses;
3. Honors the design approach including site specificity (including the use as a transit headquarters), flexibility, timelessness, maintainability & durability, as well as sustainability;
4. Takes into account use as transportation corridor, no flashing lights or other features that would be distracting to drivers;
5. Will be aesthetically pleasing in all four seasons; including the artist demonstrating adequate consideration of Wisconsin's freeze/thaw conditions in choice of materials and technology;
6. Will minimize operational/maintenance costs and energy needs, including all mechanical equipment, noting that a water feature is **not** desired at this location;
7. Demonstrates the feasibility to fabricate and install within the allowed budget and timeframe as detailed within the RFQ.

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

3.1 Application Requirements

To be considered, artists must submit an application package that includes the following (NOTE: Use label style shown in italics, replace JDoe with your first initial and last name or name of team lead):

1. Statement of Interest. *A_Statement_JDoe.pdf*

Not to exceed two pages. Address your response to this project opportunity, experience, philosophy and statement of approach. Briefly describe your interest in this public art commission for the City of Madison and what you can bring to this project.

Specific proposals for the art feature are not requested and will not be reviewed during Phase I selection.

2. Current Resume(s) and Support Materials *B_Resume_JDoe.pdf*

Not to exceed two pages for each artist. Include artist's training and professional experience plus additional support material (not to exceed three pages) of press clippings or other relevant materials on past projects.

3. Representative Work and Documentation *C_worksample1_JDoe.jpg; C_worksample2_JDoe.jpg; C_worksample3_JDoe.jpg; etc.*

Up to 10 previously completed projects that show relevance to this project (not to exceed 10 pages). Briefly describe images, including budget for projects, completion dates, dimensions, media, project sponsor and other essential information.

Images must be JPEG format, 1920 pixels maximum on the longest side, 72 dpi, with compression settings resulting in the best image quality under 2MB file size

4. Image Index for Representative Work *D_imagelist_JDoe.pdf*

An annotated image list, clearly labeled with your full name and information and a numerical listing for each image, the title of the work, budget, year completed, dimensions and media. Please use the image list in Appendix C.

3.2 City Purchasing Forms

1. Form E: References

Provide a list of 3 organizations and/or clients for whom the Applicant has commissioned work within the last 5 years. Include name, address, and phone number of contact person for each. Describe briefly the nature of the project and results. Please fill out Form E: References

3.3 Method of Submissions

Dropbox

Submit your application materials by uploading files to a folder in Dropbox and then sharing that folder with the City of Madison.

To do so, use the following steps:

1. Organize your application materials into a single folder on your computer. The contents of the folder should not exceed 10 MB in size. You can compress (zip) the files if needed.
2. Title your new folder with your first initial and last name (if applying as individual) or organization.
3. Go to www.dropbox.com. If you do not currently have a Dropbox account, follow the instructions at the site to create a free Dropbox Basic account.
4. When you sign into Dropbox, your browser should display your Dropbox Home page.
5. Click the icon labeled "Upload folder" near the upper right corner of the page. (On smaller screens, you will find this option under the ... menu.)
6. Your computer will open a window allowing you to navigate to the folder you created. Click your folder to highlight it, then click the "Upload" button.
7. A directory will open, enabling you to specify a destination within your Dropbox account. We recommend leaving it at the top level of the account (i.e., not within any existing folders). Click the Upload button to proceed.
8. As a security precaution, your web browser may also require you to confirm the upload.
9. When the upload is complete, your new folder will appear on the Dropbox Home page.

Sharing your Dropbox folder with the City of Madison

1. On the Dropbox Home page, hover your mouse pointer over the new folder (or tap once on it if using a touchscreen device) to reveal and click the Share button.
2. Dropbox will open a window allowing you to invite other accounts to access the folder. Enter bpittelli@cityofmadison.com in the field labeled "Add an email or name".
3. Click "Share folder."
4. If you do not receive acknowledgement from submission has been received within 48 hours of submitting via Dropbox, please email bpittelli@cityofmadison.com.

3.4 Rules and Guidelines

Issuance of this notice does not commit the City of Madison to award any contract, to pay any costs incurred in preparation of a response, or to procure or contract for services or supplies. The City reserves the right to waive any minor irregularities and informalities, to reject any and all proposals for sound business reasons, to terminate the selection process, to re-advertise and to make awards in the best interest of the Project.



Form E: References

RFQ #: 8978-0-2021-BP Public Art - Metro Campus

This form must be returned with your response.

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

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

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

COMPANY NAME



CITY OF MADISON

(STC-Form: 12/18/2018)

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

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

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

11. Cancellation.

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

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

12. Specifications.

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

13. Regulatory Compliance.

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

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

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

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

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

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

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

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

20. Affirmative Action.

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

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

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

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

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

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

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

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

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

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

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

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. Indemnification. **The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.**
24. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
- Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
- The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - Work not conforming to these warranties shall be considered defective.
 - This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed

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

29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

The sanctions for violating Sec. 4.25 under an existing contract are as follows:

- a. Withholding of payments under an existing contract.
- b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
- f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

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

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

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

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

33. Software & Technology Purchases.

- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

34. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

a. Definitions. For purposes of this requirement, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

b. Requirements. For the duration of any contract awarded under this RFP, the successful contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after a conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure, using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.

