

# **CITY OF MADISON**

## **REQUEST FOR PROPOSALS**



RFP #: 8544-0-2016-BP

Title: Services at City Parks

City Agency: Parks

Due Date: Wednesday, June 22, 2016  
2:00 PM CST

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## 1 NOTICE TO PROPOSERS

### 1.1 Summary

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

### 1.2 Important Dates

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

Issue Date: Wednesday, May 25, 2016  
Tour of Marshall: Wednesday, June 1, 2016 at 9:30 AM CST  
Tour of Olbrich: Wednesday, June 1, 2016 at 11:00 AM CST  
Questions Due Date: Wednesday, June 8, 2016  
Answers Posted Date: Friday, June 10, 2016  
Due Date: Wednesday, June 22, 2016, 2:00 PM CST

### 1.3 Format

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

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.

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

Cost Proposal (Form D): One Copies  
Technical Proposal: Three Copies  
Electronic Proposal: One (1) complete copy (Cost and Technical)

The City will not consider illegible Proposals.

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

Complete and return Forms A through E to City of Madison Purchasing Services by Wednesday, June 22, 2016, 2:00 PM CST.

### 1.4 Labeling

All proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 8544-0-2016-BP
Title: Services at City Parks
Due: Wednesday, June 22, 2016, 2:00 PM CST

All email correspondence must include RFP #8544-0-2016-BP in the subject line.

### 1.5 Delivery of Proposals

Delivery of hard copies to: City of Madison Purchasing Services  
City County Building, Room 407  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703

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

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

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

### 1.6 Appendix A: Standard Terms & Conditions

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

### 1.7 Appendix B: Sample Agreement

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

### 1.8 Multiple Proposals

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

### 1.9 City of Madison Contact Information

The City of Madison Parks is the procuring agency: Claire Oleksiak  
City of Madison Parks  
PH: (608) 267-4919  
[coleksiak@cityofmadison.com](mailto:coleksiak@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](mailto:bpittelli@cityofmadison.com)

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

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

#### 1.10 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Services administrator listed in Section 1.9.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.11 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.

#### 1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.12 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.

#### 1.12 Bid Distribution Networks

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

State of Wisconsin VendorNet System: [State of Wisconsin and local agencies bid network. Registration is free. http://vendornet.state.wi.us/vendornet](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](http://www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm)

Home Page: [www.demandstar.com](http://www.demandstar.com)

To Register: [www.onvia.com/WAPP](http://www.onvia.com/WAPP)

### 1.13 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](http://www.cityofmadison.com/business/localPurchasing).

### 1.14 Oral Presentations/Site Visits/Meetings

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

### 1.15 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.

### 1.16 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.

### 1.17 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.

### 1.18 Public Records

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

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

#### S. 19.36(5)

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

s. 134.90(1)(c)

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

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

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

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

### 1.19 Usage Reports

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

### 1.20 Partial Award

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

### 1.21 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.

### 1.22 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.

### 1.23 Proposers Responsibility

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



## 2 DESCRIPTION OF SERVICES/COMMODITIES

### 2.1 Introduction

The City of Madison – Parks Division is accepting proposals from qualified vendors for the right to provide placemaking services in two lakefront parks. These services may include, but are not limited to; 1) equipment for water sports rentals (e.g. canoes, kayaks); 2) instructional programs for water sports; 3) concession operations; 4) innovative community, recreation and park placemaking concepts, in Marshall Park as well as Olbrich Park. Proposers may bid on either or both parks. The successful Proposer(s) may collect reasonable fees from Park's patrons in return for providing the aforementioned services to them. Successful proposers will consider how their services complement and integrate with existing park uses as well as engage a diversity of members of the community. Environmental sustainability and stewardship are also important. The successful Proposer(s) shall compensate the City in return for these rights, meet the City's requirements for operations and abide by the City's terms and conditions for granting these rights, set forth in this solicitation and also in the resulting agreement, if issued.

### 2.2 Goals

The goal of signing an agreement with an outside vendor(s) and conveying the rights to provide these services is to serve the public interest of Park patrons by offering seasonal services and enhance the safety and ambience of these parks by maintaining a business in park shelters.

### 2.3 Term

The agreement, if issued, shall commence in the Fall of 2016 and end on December 31, 2019. Upon mutual agreement the City and selected vendor(s) may extend the agreement for up to two additional one year periods (i.e. 2020 & 2021). The City reserves the right to negotiate an alternate term. The terms and conditions of this RFP cover the initial and all subsequent agreement periods granted.

### 2.4 Vending Permit

The City will use this RFP process to grant a Parks Vending Permit to the successful Proposer(s) ("Permittee"). Proposers must return a completed Parks Vending Permit Application and applicable fees to the City Parks within five (5) business days of being chosen as the successful Proposer(s) ("Permittee")

City of Madison Madison Parks  
210 Martin Luther King Jr. Blvd.,  
Suite 104,  
Madison, WI 53701  
(608) 266-4711  
Office hours:  
Monday - Friday,  
8:00a.m. - 4:15p.m.

An application can be found in Appendix F or at:

<https://www.cityofmadison.com/specialevents/documents/peVendingPermitApp.pdf>

### 2.5 Locations/Background Information

The solicitation includes rights for the following locations listed below:

1. Olbrich Park  
3527 Atwood Ave., <http://www.cityofmadison.com/parks/parks/park.cfm?id=1315>  
Map in Appendix C
2. Marshall Park  
2101 Allen Blvd., <http://www.cityofmadison.com/parks/parks/park.cfm?id=1264>  
Map in Appendix D

In recent years, private vendors have successfully operated concessions, rentals and instruction at Wingra and Brittingham Park. This year, 2016, will be the first year that City Parks is making Marshall and Olbrich Parks open to Permittees.

## 2.6 Amenities

Use of the following amenities shall be available to the Permittee(s): beach house, lockable storage areas, electrical outlets and water connections. Water connections will be turned on from April 15 to October 15 each season. Madison Parks could make the Marshall Park Shelter available Monday to Thursday if the respondents would like to include use of the facility in their response. Marshall Park Cabin shall be available for storage.

## 2.7 No Realty

It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Permittee the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.

## 2.8 Requirements for Operations

Permittee must abide by the following requirements in order for the City to continue granting to the Permittee the right to conduct rental, instructional service and concession activities:

### 1. Equipment and Instructional Programs

Provide equipment rentals and offer instructional programs for each agreement year granted for water sports appropriate to the parks and waterways specified in this solicitation (e.g. Canoes, Kayaks, Sailboats). Provide the following life-saving equipment; life vests for all sizes. Maintain rental and safety equipment in safe working order at all times.

Provide to the City by March 1<sup>st</sup> of each annual period granted a specific list of equipment and instructional programs, which must include the equipment and instructional programs listed above. The list may also include additional rentals and instructional programs, beyond those required above. The City will review the annual list and reserves the right to disapprove any programs or rentals. Permittee may not expand or change services without City review and approval.

### 2. Concessions

Provide food and beverage concessions. Permittee must abide by all City laws. The City must approve all concessions, prior to sale. Permittee shall provide to the City by March 1<sup>st</sup> of each annual period granted a specific list of concessions. The City will review the annual list and reserves the right to disapprove any concessions. Permittee may not expand or change concessions without prior City review and approval. All concessions for sale shall be individually listed on an inventory and filed with the City's Parks Division, prior to sale.

## 2.9 Certifications

Instructors must have up-to-date certifications including, but not limited to; lifeguarding, CPR, First Aid and teaching certificates for instruction (relevant to the equipment and instruction being provided). Permittee shall supply certifications to the City for all instructors, employed by the vendor who will work at City Parks, prior to the start of the agreement. During the agreement the Permittee shall supply all necessary certifications for new employees, prior to their starting work at City parks. Certificates shall be filed with Parks annually, or re-filed before expiration, whichever happens first.

## 2.10 Hours of Operations

Maintain hours of operations that are constant with park hours and predetermined open/closed times. Permittee shall open for the season no later than one week prior to Memorial Day and close no earlier than one week after Labor Day. Permittee may begin to move in equipment earlier with permission from City Parks.

### 2.11 Appearance

Permittee's employees must display professional appearance, wear name tags at all times identifying them as an employee of the Permittee.

### 2.12 Storage

Permittees that are granted successive terms may store equipment, between terms, in locked storage. Permittee may not store equipment outside of buildings during this time. Vendors may place their own boat racks outside from April 15 to November 30. The amount of storage space available by location is as follows:

1. Olbrich Beach House – 900 sq. ft.
2. Marshall Beach House – 1,728 sq. ft.

\*the included square footages are approximate. Proposers are welcome to request access to the facilities in order to take measurements of the usable space.

### 2.13 Maintenance

Permittee is responsible for cleanliness and cleaning supplies for the facilities including storage rooms, grounds around the building, and restrooms. Permittee shall be responsible for maintaining the beach house area in a neat, clean and creditable condition at all times, including keeping the grounds immediately adjacent to the facility picked up of paper and debris.

Permittee will keep the boat-launch/beach area free of weeds and debris. Permittee shall be responsible for opening, closing and cleaning daily the restrooms adjacent to beach house at Marshall and beach house at Olbrich. At Marshall Park, Permittee shall also be responsible for cleaning the restroom located approximately 50 yards from the shelter and when construction complete, a new restroom facility that will be built near the lake access boat launch. Permittee is responsible for stocking bathroom supplies including toilet paper, hand soap and paper towels. Permittee is responsible for maintaining the landscaping around the park signature sign to include weeding, mulching and basic pruning and without the use of pesticides.

Custodial services provided by the successful proposer and chemicals, trash-liners, soap and paper used are required to be in accordance with the City's Green Cleaning Program and comply with the green product standards, specifications and practices of this program. See Appendix E for a copy of the program. The City may terminate this agreement if Permittee is not in compliance with the City's Green Cleaning Program. For more information, please contact the purchasing representative listed in Section 1.9.

### 2.14 Capital Improvement

Permittee and City shall discuss, at least annually, the merits of improving the premises to which the Permittee has access under this agreement. Upon mutual consent the City and Permittee may enter into an agreement to share the costs of improvements required or desired to maintain the functionality of the premises or improve the marketability of services provided from the premises. The City and Permittee shall negotiate cost sharing. Considerations may include, but are not limited to; the cost of the improvement, life of the improvement, percentage of premises occupied by Permittee, number of months annually occupied by Permittee, and the schedule of reimbursement to City by Permittee for its agreed-upon share of improvement.

Permittee may not make permanent modifications to the premises covered in this agreement without the City's express and written approval. The City reserves the right to modify, repair or improve the premises at its discretion, without approval of Permittee, so long as it is done at the City's expense.

**2.15 Advertisement**

Advertisements must be approved by the City Parks Division. Permittee shall not use park logo, taglines, mission/vision or make reference to the department without prior approval. The Parks Division and the Zoning Administrator shall approve signs and banners, including menu boards. It is understood that in the operation and conduct of this agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol.

**2.16 Subcontracting**

Permittee shall not assign or subcontract any portion of this agreement. Furthermore, Permittee is not allowed to rent facilities to any 3<sup>rd</sup> Party.

**2.17 Insurance**

Keep insurance with indemnification for the City as required per Appendix A: Standard Terms and Conditions #12 and 13.

**2.18 Damage**

The Permittee will immediately report any damage it may have caused to the City's property and shall be held responsible for the restitution of any said damage. The Permittee shall not be responsible for damage from City's mechanical malfunctions, broken water lines, or acts of nature.

**2.19 Deposit**

A damage deposit in the amount of \$3,000 per location is required, which Permittee must pay prior to occupying the locations. At the conclusion of the agreement and after inspection the City will refund the damage deposit less any assessed damage. In cases where damage is greater than \$3,000 the City shall keep the entire annual damage deposit and Permittee shall pay to the City the difference between the damage and deposit, within 30 days of notice by the City.

**2.20 Surrender of Building**

Not later than three (3) days after the date of termination of this Agreement, Permittee agrees to vacate and surrender the portions of the premises allocated to it for the operation of this Agreement, remove personal property there from, and deliver possession of the same to City, in as good condition as the premises were in at the commencement of the Agreement with the exception of unavoidable wear through careful use and damage by fire or other casualty beyond the control of Permittee. All equipment and other property of City on the premises shall remain the property of the City after the termination of this Agreement. An inventory of City property and equipment will be performed before release.

**2.21 Facility Access**

The Parks Division will provide access to; 1) lockable building storage 2) vending space 2) restrooms 3) nonexclusive area for boat storage and 4) lake access. Note the facilities covered in this solicitation are not all accessible by vehicle. Permittee must provide access to premises 24/7 for Parks staff.

**2.22 Taxes and Expenses**

Permittee is responsible for and shall pay all taxes and expenses pertaining to their business. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful the personal property of Permittee on the premises during the term of the agreement. Permittee shall pay an allowance for utilities for the spaces they occupy.

**2.23 Auditing/Records**

Permittee shall retain and make available to the City: 1) statements of profit and loss, 2) operating statistics (e.g. # of rentals) 3) pricing lists for equipment rental, instruction and

concessions or 4) any documents of a similar nature pertaining to the Permittee's operations on City property.

### 3 REQUIRED CONTENT OF PROPOSALS

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

- A. Form A – Signature Affidavit
- B. Form B – Receipt Forms and Submittal Checklist
- C. Form C – Contractor Profile Information

#### 3.2 Section 2 – References, Performance, Litigations

- A. List any and all contracts your firm has done for the City of Madison.
- B. Provide a list of governmental organizations/municipalities,(cannot be City of Madison Parks) and/or clients with whom the proposer has done similar business and/or has had similar contracts in size and scope within the last 5 years. Be specific and include the information in RFP Form E.
- C. Disclosure of Contract Failures, Litigations

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the consultant or in which the consultant has been judged guilty of liable or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.

#### 3.3 Section 3 – Background Information

Responses must be in the same sequence as listed and must be identified with the corresponding question number. i.e., Question 1, Question 2, etc.

##### 1. Qualifications Overview / General Company Information

Provide a brief overview of the general background and services provided by your firm, including size of organization, description of organization structure, number of years in business and experience in serving governmental entities. Demonstrate the firm's capability and evidence of your experience providing services equal to or greater in scope than those requested in this RFP.

##### 2. Organization Management Approach

Describe the approach to organization management and the responsibilities of the management and staff personnel, if applicable, who will perform work on the contract; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work. Please provide a resume (1 page limit) for each of the key personnel described.

#### 3.4 Section 4 – Technical Questionnaire

Responses must be in the same sequence as listed and must be identified with the corresponding question number. i.e., Question 1, Question 2, etc.

- 1. Please provide a brief overview (four pages maximum) of how the Proposer plans on meeting the requirements of this RFP, including, but not limited to:
  - a. staffing considerations
  - b. equipment available
  - c. instructional programs offered and concession assortments

- d. any certifications held  
If proposing in regards to multiple locations, please separate information by location.
- 2. Please provide a list of ideas for making this agreement more beneficial to the public and City. If proposing on multiple locations, separate ideas by the locations they would benefit.

### 3.5 Section 5 – Cost Proposal

Please submit cost proposal, Form D, separate from the rest of the proposal.



## Form A: Signature Affidavit

**RFP #: 8544-0-2016-BP City Park Services**

*This form must be returned with your response.*

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

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

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

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COMPANY NAME

---

SIGNATURE

---

DATE

---

PRINT NAME OF PERSON SIGNING





# Form B: Receipt of Forms and Submittal Checklist

## RFP #: 8544-0-2016-BP City Park Services

*This form must be returned with your response.*

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

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Fee Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Sample Agreement	N/A	
Appendix C: Map of Olbrich Park	N/A	
Appendix D: Map of Marshall Park	N/A	
Appendix E: APM 4-6 Policy for Sustainable Green Cleaning	N/A	
Appendix F: Park Event Vending Permit Application	N/A	
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



# Form C: Vendor Profile

## RFP #: 8544-0-2016-BP City Park Services

*This form must be returned with your response.*

### COMPANY INFORMATION

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

### AFFIRMATIVE ACTION CONTACT

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9) within thirty (30) days of award of contract.

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

### ORDERS/BILLING CONTACT

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

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

### LOCAL VENDOR STATUS

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

CHECK ONLY ONE:

- Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: \_\_\_\_\_ [www.cityofmadison.com/business/localPurchasing](http://www.cityofmadison.com/business/localPurchasing)
- No**, we are not a local vendor or have not registered.



## **Form D: Fee Proposal**

**RFB #: 8544-0-2016-BP City Park Services**

*This form must be returned with your response.*

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

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

Instructions: Bidder may submit a proposal for any or all of the locations listed below for the rights to conduct the activities specified in this proposal for the years indicated.

Please provide a fee for 2016, even though it is still uncertain if the contract will go into effect prior to the summer ending.

**1. Olbrich Park**

<b>Item</b>	<b>Description</b>	<b>Year<sup>1</sup></b>	<b>Amount of Payment to City</b>
1.	First agreement term	2016	\$
2.	Second agreement term	2017	\$
3.	Third agreement term	2018	\$
4.	Fourth agreement term	2019	\$
5.	Fifth agreement term	2020	\$
<b>Total</b>			<b>\$</b>

**2. Marshall Park**

<b>Item</b>	<b>Description</b>	<b>Year<sup>1</sup></b>	<b>Amount of Payment to City</b>
1.	First agreement term	2016	\$
2.	Second agreement term	2017	\$
3.	Third agreement term	2018	\$
4.	Fourth agreement term	2019	\$
5.	Fifth agreement term	2020	\$
<b>Total</b>			<b>\$</b>

<sup>1</sup> Permittee shall open for the season no later than one week prior to Memorial Day and close no earlier than one week after Labor Day.

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COMPANY NAME



# Form E: References

## RFP #: 8544-0-2016-BP City Park Services

*This form must be returned with your response.*

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

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

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

COMPANY NAME



## Form E: References

**RFP #: 8544-0-2016-BP City Park Services**

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

---

COMPANY NAME



CITY OF MADISON

(STC-Form: 01/05/2016)

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.** If the Contractor employs 15 or more employees and has aggregate annual business with the City for the calendar year in which the contract takes effect of \$25,000 or more, the contractor will be required to file, within thirty (30) days of execution of the contract, a Model Affirmative Action Plan that is designed to insure that the contractor provides equal employment opportunity to all and takes affirmative action in its utilization of job applicants and employees who are women, minorities or persons with disabilities. [Madison General Ordinances, Sec. 39.02(9)]. The Model Affirmative Action Plan, Request for Exemption form, Workforce Utilization Statistics Report, and instructions are available at: [www.cityofmadison.com/dcr/aaForms.cfm](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 employs 15 or more employees but does not have annual aggregate business with the city of \$25,000 or more, contractor must submit certain workforce utilization statistics on a form provided by DCR, and for at least twelve (12) months after the effective date of this purchase, Contractor must notify the DCR of all job openings in Dane County open to applicants not already employees of the Contractor. The notice must include job description, classification, qualifications, application procedures, and deadlines. The Contractor agrees to interview and consider candidates referred by DCR if the candidate meets minimum qualification standards established by Contractor, and the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice. Further, the Contractor shall allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.
21. **Non-Discrimination.** In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
22. **Living Wage.** (Applicable to Service Contracts Exceeding \$5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website: [www.cityofmadison.com/finance/wage](http://www.cityofmadison.com/finance/wage).
23. **Prevailing Wage.** (Applicable to single-trade projects of \$48,000 or more & multiple-trade projects of \$100,000 or more.) When required by Wis. 66.0903, the Contractor warrants that prevailing wages will be paid to all trades and occupations, as may be applicable under Wisconsin Statutes sec. 66.0903. Wage scale is on file with the City Engineer and linked at [www.cityofmadison.com/finance/purchasing](http://www.cityofmadison.com/finance/purchasing) (See "Prevailing Wage Rates.").
24. **Indemnification.** **The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.**
25. **Insurance.**  
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- 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.

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

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

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

26. **Work Site Damages.** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

27. **Compliance.**

- a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.

28. **Warranty of Materials and Workmanship.**

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

29. **Replacement of Defective Work or Materials.** Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

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

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

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

- a. Withholding of payments under an existing contract.
- b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
- (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
  - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be

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

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

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

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

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

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

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

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

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

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

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

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

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

35. Software & Technology Purchases.

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

- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: [www.cityofmadison.com/attorney/documents/posNetworkConnection.doc](http://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.

36. 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.

## APPENDIX B: SAMPLE AGREEMENT

OPERATING AGREEMENT FOR [NAME OF PARK] PARK [DESCRIPTION OF FACILITY TO BE USED]  
FOR THE 2016-2021 PERMIT YEAR  
Between the City of Madison and [NAME OF PERMITTEE]

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THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as "City"), and [NAME OF PERMITTEE], a [partnership/limited liability company/limited liability partnership/etc.] (hereinafter referred to as "Permittee"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, Madison General Ordinances Sec. 8.17 allows for a person to obtain an annual parks vending permit, valid from April 15 of each year through April 14 of the following year, to allow the person to sell foods, beverages, goods, services and lessons in a City park; and,

WHEREAS, for the past several years, vendors have entered into Agreements with the City allowing the vendors to provide recreational and concession services to City residents and visitors at City shelters and facilities located at Olbrich, and Marshall Parks; and,

WHEREAS, the vendors provide services to City residents and visitors, such as canoeing, kayaking, windsurfing and sailboat lessons and rental, and general concessions, that the City does not, and cannot, otherwise provide at these, or other, locations, but which are in the public's interest; and,

WHEREAS, it is in the City's interest to have only one vendor of these recreational and concession services at each Park to ensure that general public use of the Park is not interfered with, and that the vendor complies with general standards of safety and care in its dealings with the public; and,

WHEREAS, in order to find the vendor who can best provide these recreational and concession services at Olbrich, and Marshall Parks, consistent with City standards and interests, the City issued a Request for Proposals for the Right to Conduct Rental, Instructional Service and Concession Activities at Select City Parks, including [NAME OF PARK] Park; and,

WHEREAS, Permittee's proposal, and permit application under MGO 8.17, was accepted by the City, and confirmed by the Board of Park Commissioners, subject to the execution of this Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Permittee to use the [DESCRIPTION OF FACILITY TO BE USED] (hereinafter, the "Premises") to conduct rental, instructional and concession activities.
2. Grant and Description of Premises. City does hereby grant to Permittee permission to conduct water sport equipment rental and instructional programs, and sell concession products at the Premises, in approximately [ENTER AMOUNT OF SPACE] square feet of space, as indicated on Attachment A, made a part hereof, as set forth in this Agreement.
3. Scope of Services. In entering into this Agreement, Permittee agrees to the following terms and conditions regarding the services being offered by Permittee at the Premises:
  - A. Services to be Provided. Permittee shall provide equipment for water sports rental, instructional programs for water sports, youth camps for water sports, and beverage

and snack concessions at the Premises. No alcoholic beverages may be sold at the Premises.

Permittee shall provide these services at a minimum from the Monday prior to Memorial Day through the Monday following Labor Day, but in any event no earlier than April 15 and no later than the Closing Date set forth in Subdivision L.

[ENTER ANY OTHER SPECIAL CONDITIONS THAT APPLY.]

Permittee shall not engage in any other service or activity at the Premises without the prior written Agreement of the Parks Superintendent, or designee, (including, i.e., leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 26 of this Agreement.

- B. Permits and Licenses. Permittee agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Permittee's business, including an annual Parks Vending Permit under Madison General Ordinances Sec. 8.17, and to comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Permittee's business. Permittee agrees to obtain all inspections by the Health Department, Fire Department or any other governmental agency that are required to operate the services authorized under this Agreement. Permittee shall provide the Parks Division with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.
- C. Equipment. City shall be responsible for providing a lockable storage area, a concession counter, access to water and electrical service, and [ENTER ANY OTHER CITY PROVIDED EQUIPMENT]. Permittee shall provide all other equipment necessary to operate the facility, including, but not limited to, all water sports equipment, safety equipment, concessions, refrigerators, freezers, microwaves, cash registers, cleaning supplies, soap, and toilet paper. Permittee may place [ENTER ANY SPECIFIC EQUIPMENT THAT PERMITTEE MAY PLACE AT PREMISES AND WHERE, I.E. RACKS OUTSIDE SHELTER] in [NAME OF PARK] Park in a location approved by the Parks Superintendent, or his/her designee, and as depicted on Attachment A. Permittee may, solely at Permittee's expense, install a security system in the Shelter on the Premises. Permittee may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Permittee shall provide the Parks Superintendent, or designee, with a current list of all the Permittee's equipment at the Premises.
- D. Utilities. Permittee is responsible for all utilities (electrical and water) used at the Premises. **{EITHER}** [Permittee shall, before commencing activities at the Premises, contact Madison Gas & Electric and the Madison Water Utility to have the billing for the Premises, during the duration of this Agreement, switched over to Permittee. Any obligations are solely the responsibility of the Permittee. The City shall provide Permittee with the relevant meter data for the Premises.] **{OR}** [The estimated monthly utility costs for the Premises for the 2013-2014 permit year are \$ XXX for electric service and \$ XXX for water service. This amount shall be due to the City of Madison, on a monthly basis and prorated as necessary, by the 5<sup>th</sup> of each month. Failure to pay this amount by the due date will result in a late penalty of \$50. Failure to pay this amount in full, plus any accrued penalties, by the 15<sup>th</sup> of each month will constitute a default under Section 26 of this Agreement. Permittee shall only be responsible for utilities during the months that services are being offered at the Premises. If this Agreement is renewed under Section 4, the estimated monthly



utility costs for the Premises for the successive permit years shall be based on the actual utility costs of the preceding permit year.]

- E. Instructor's Certification. Any water sport instructors employed by the Permittee must be certified in the respective sport (e.g., canoeing, kayaking, boater safety, water skiing, knee boarding, life guarding, and wilderness first aid) by the American Canoe Association, the American Red Cross, or by another comparable nationally recognized professional canoe and kayaking organization, or other water sport organization. If additional licenses or permits are required from the State or Wisconsin in order to perform such instructional services, the Permittee shall obtain those licenses or permits.
- F. Product. All items offered for sale by Permittee, including, but not limited to, food, non-alcoholic beverages and confections, shall be approved by the Parks Superintendent, or his/her designee. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the Parks Division.
- G. Equipment Safety. Permittee shall maintain all equipment, including safety equipment, in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- H. Storage. Permittee may store equipment necessary to provide the services set forth in Subsection A above as indicated on Attachment A and consistent with Subsection C above.

Permittee may store equipment on the premises shall not store any items, including canoe/kayak racks, on the Premises from November through April of each year, and in any event, may only do so consistent with Subsection C above.

- I. Maintenance. Permittee shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Permittee shall keep the boat-launch/beach area free of weeds and debris. Every day, the Permittee shall also be responsible for opening, closing and cleaning the restrooms at the Premises, including installing and refilling paper products and soap, and maintaining the restrooms in a clean and sanitary condition. Permittee agrees that should the Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Permittee, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Permittee's security deposit.

Any custodial services, and any chemicals, trash-liners, soap and paper used by the Permittee pursuant to its obligations under this Subsection, are required to be in accordance with the City's Green Cleaning Program and comply with the green product standards, specifications and practices of this Program. Permittee is required to be familiar with the applicable standards of the City of Madison's Policy for a Sustainable Green Cleaning Program during the permit year. These standards are set forth in the City of Madison's Administrative Procedure Memorandum No. 4-6, available at <http://www.cityofmadison.com/mayor/apm/4-6.pdf>. The failure to abide by the requirements of this Program shall be a default subject to Section 26 of this Agreement.

- J. Alterations to Premises. No modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the permission of the Parks Superintendent, or his/her designee.

- K. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the Zoning Administrator. The Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section 11, and a notice that Permittee and the Permittee's activities are not affiliated with, nor in any way endorsed by, the City.
- L. Closing Date. The closing date of the Permittee's activities at the Premises shall be determined by Permittee, but such date shall occur no later than the Park Division's building winterization schedule.
- M. Surrender of Premises. Upon the termination of this Agreement under Section 26, or, in the event that this Agreement is not renewed or expires under Section 4, by December 15 of the permit year, whichever is earlier, Permittee agrees to vacate and surrender the portions of the Premises allocated to it by this Agreement, remove all personal property therefrom, and deliver possession of the same to City, in as good condition as the Premises was in at the commencement of the Agreement, with the exception of unavoidable wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Permittee. However, if Permittee has renewed this Agreement for all successive years permit years from 2013 - 2019, Permittee may be granted additional time to surrender the Premises under this Subsection by written agreement with the Parks Superintendent, or his/her designee. Any damages to the Premises beyond normal and expected wear and tear shall be the responsibility of the Permittee. If these damages are not repaired by the Permittee before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. Any balance still owing by Permittee after deduction from the security deposit shall be due within thirty (30) days of the invoice. All equipment and other property of the City on the Premises shall remain the property of the City after the termination of this Agreement. No fixtures, whether or not purchased by Permittee, shall be removed without the permission of the City. An inventory of City property and equipment will be performed before release. Any property of Permittee remaining on the Premises thirty (30) days after surrender of the building will become the property of the City.
- N. Security Deposit. The Permittee must pay to the Parks Division a security deposit in the amount of \$3,000 prior to occupying the Premises. Upon the surrender of the Premises, and after inspection by the City, the security deposit will be refunded to the Permittee, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than \$3,000, the City shall keep the entire security deposit and Permittee shall pay to the City the remaining balance within 30 days of the invoice from the City.
- O. Payment. For the use of the Premises and the right to provide the services set forth above therein, and in addition to the permit fee required under Madison General Ordinance Sec. 8.17 and utility costs imposed under Subsection D above, as well as the security deposit under subsection N above, Permittee agrees to pay the City for the each permit year (April 15, 2013-April 14, 2014) based on the bid amounts submitted in Form N of the original bid proposal. Payments shall be made in thirds due no later than May 15, July 1, and September 1. If this Agreement is renewed for the permit years from 2020-2021, and 2021-2022, 2022-2023 Permittee agrees to pay the City [ENTER BID AMOUNT] for each additional permit year, with the same payment schedule. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) days of the due date.



4. Term and Effective Date. This Agreement shall become effective upon execution by the parties and shall expire on December 31, 2019, after which Permittee will no longer be permitted to conduct the vending activities set forth in this Agreement during the 2020-2021 permit year. However, this Agreement may be renewed for two (2) successive one-year terms (for the 2020 and 2021 permit years) upon the mutual agreement of both parties. To renew the Agreement, Permittee must, by November 1 of the permit year, submit written notice to the Parks Division of Permittee's desire to renew this Agreement for the upcoming permit year, along with a completed application for an annual park vending permit and the permit fee. The City's decision to renew or not renew the Agreement for the upcoming year will be based upon the Permittee's performance under this Agreement and corresponding Request for Proposal, and the decision to renew or not renew the Agreement is not reviewable, and solely that of the Parks Superintendent, or his/her designee. The City will notify Permittee in writing of its decision to renew or not renew this Agreement by December 1. If the Agreement is renewed for the following permit year, the vending permit will be issued, and the terms and conditions of this Agreement will remain in place through December 31 of the following year, or until the Agreement is renewed, terminated, or expires.
5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.
6. Status of Permittee. It is agreed that Permittee is an independent contractor and not an employee or representative of the City, and that any persons who Permittee utilizes and provides for services under this Agreement are employees of Permittee and are not employees of the City of Madison.
7. Assignability and Subcontracting. Permittee shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval. All of the services required hereunder shall be performed by Permittee and employees of Permittee. If Permittee is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Permittee's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Permittee as of the date hereof.
8. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Permittee the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public, pursuant to Madison General Ordinances, Section 8.17.
9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Permittee's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Permittee's obligations under this Agreement.
10. Designated Representative. Permittee designates [ENTER NAME OF CONTRACTING AGENT] as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 21, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 26, at its option.

11. Operating Agent. Permittee shall designate an Operating Agent of Permittee's activities at the Premises, who is the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises. Permittee shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information.
12. Advertising. It is understood that in the operation and conduct of this Agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol. In any commercial advertisement or announcement, Permittee may use the name of the City Park where the Premises is located, but any such advertisement or announcement must also indicate that Permittee's activities are not associated with or affiliated with the City.
13. Marketing: Permittee will agree to include and/or prominently display the City of Madison Parks Logo in the premises and on any marketing materials. Marketing materials will be approved by the City and any City logos provided by City Marketing Representative. The City of Madison will agree to display and promote marketing materials of Permittee on the Parks Website and other appropriate venues with the prior approval of the Parks Superintendent.
14. Amendments. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the Permittee and the Parks Superintendent, or his/her designee.
15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Permittee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Permittee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
16. Indemnification. The Permittee 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 Permittee's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.
17. Insurance.
  - A. Required Insurance. The Permittee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Permittee shall not commence work under this Agreement, nor shall the Permittee 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.

- 1) Commercial General Liability. During the life of this Agreement, the Permittee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations and watercraft liability (covering motorized and non-motorized watercraft whether owned, non-owned or hired) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Permittee's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Permittee shall require all subcontractors under this Agreement (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.
  - 2) Automobile Liability. During the life of this Agreement, the Permittee shall procure and maintain 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. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
  - 3) Worker's Compensation. During the life of this Agreement, the Permittee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Permittee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.
  - 4) Umbrella Liability. During the life of this Agreement, the Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. The Permittee 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 Agreement. Permittee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. The Permittee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- D. Notice of Change in Policy. The Permittee 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 Agreement.
- E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Permittee shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.

- F. Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City Comptroller, Attention: Risk Manager  
210 Martin Luther King Jr. Blvd., Room 406  
Madison, WI 53703-3345

18. Non-Discrimination. In the performance of the services under this Agreement the Permittee agrees not to discriminate against any employee or applicant 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. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
19. Nondiscrimination Based on Disability. Permittee shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under Section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless assurance of compliance with Section 39.05 is provided by Permittee prior to the granting of the City financial assistance. Under Section 39.05(3)(b)4, "City financial assistance" includes any arrangement by which the City provides or otherwise makes available assistance in the form of the lease of, and the permission to use, City property.

Permittee assures that, in providing any service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

- A. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
- B. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;
- C. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
- D. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
- E. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of recipient's program;
- F. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
- G. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Permittee shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General

Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

20. Taxes and Assessments. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Permittee's right of appeal) against the personal property and services of Permittee on the Premises during the term of this Agreement.
21. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
22. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:
- City: Superintendent of Parks  
City Parks Division  
210 Martin Luther King, Jr. Blvd. #104  
Madison, WI 53703
- Permittee: [Contract Agent]  
[Business Name]  
[Business Address]  
[City, ST Zip]
23. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
24. Audit and Retaining of Documents. The Permittee agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Agreement. Any other reports or documents shall be provided within five (5) working days after the Permittee receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by the Permittee for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.
25. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
26. Compliance with Applicable Laws. The Permittee shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Permittee and its agents and employees. The Permittee's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 26 of this Agreement.

27. Default/Termination.

- A. In the event Permittee shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Permittee, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Permittee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Permittee under this Agreement.
  
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Permittee with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Permittee and accepted by the City.

28. Authority. Permittee represents that it has the authority to enter into this Agreement. If the Permittee is not an individual, the person signing on behalf of the Permittee represents and warrants that he or she has been duly authorized to bind the Permittee and sign this Agreement on the Permittee's behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR THE CITY OF MADISON

\_\_\_\_\_  
Paul Soglin, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

Approved as to form:

\_\_\_\_\_  
Dave Schmiedicke, City Comptroller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael P. May, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

FOR [PERMITTEE'S NAME]

\_\_\_\_\_  
[NAME], [TITLE]

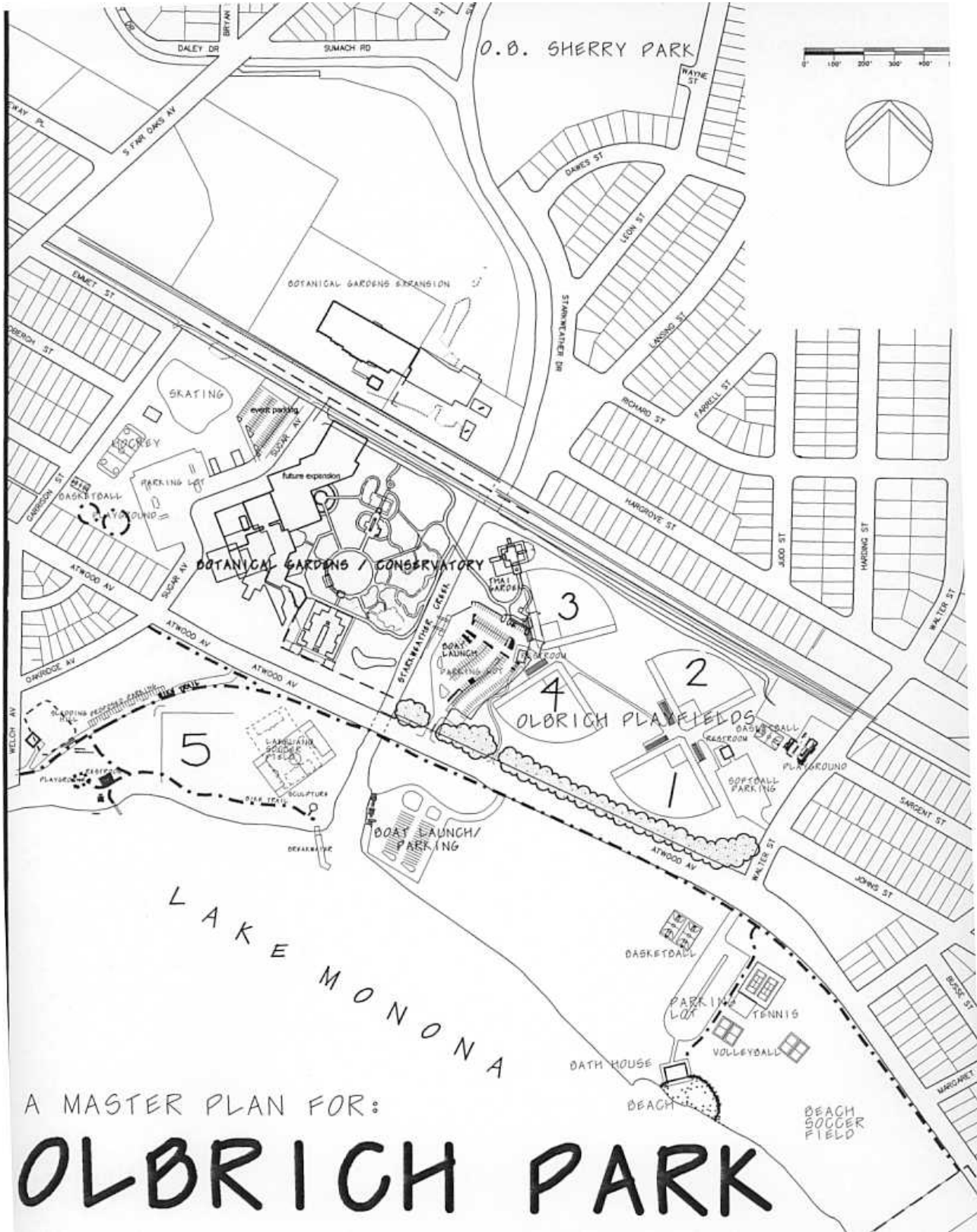
\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME], Witness

\_\_\_\_\_  
Date

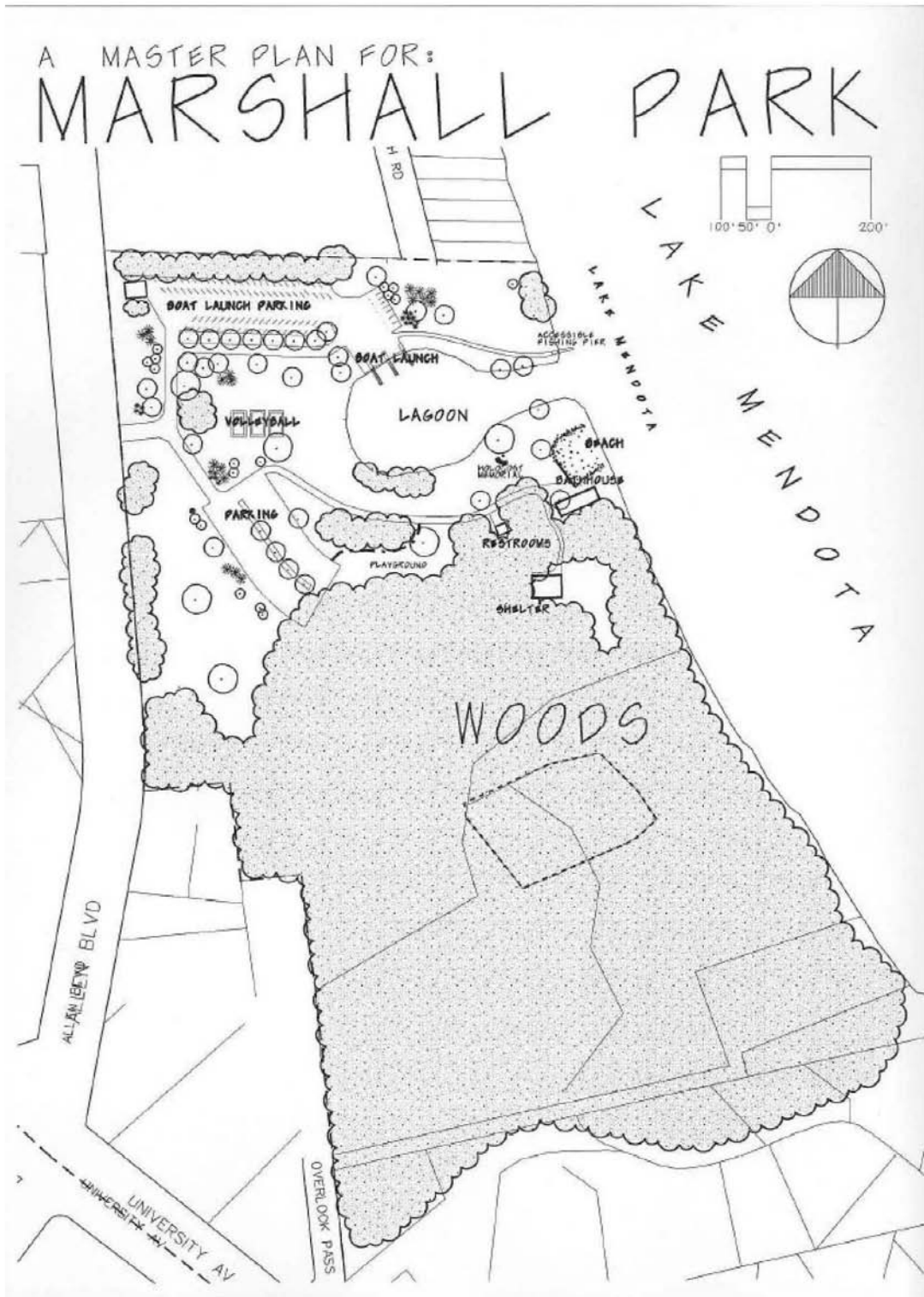
SAMPLE

Appendix C: Map of Olbrich Park





Appendix D: Map of Marshall Park



FROM THE OFFICE OF THE MAYOR

ADMINISTRATIVE PROCEDURE  
MEMORANDUM NO. 4-6**SUBJECT: POLICY FOR A SUSTAINABLE GREEN CLEANING PROGRAM**

Purpose: In keeping with the City's vision and commitment of creating an ecologically, socially and economically sustainable green capital city, all City of Madison agencies will adopt a system of green cleaning that incorporates the principles of sustainability including resource conservation, waste reduction and green purchasing.

Background: As a service provider, the City of Madison and its facilities and operations have a huge impact on the environment, the economy and our community. Because the City is both consumer and steward of our environment and its resources, it must incorporate the principles of sustainability to ensure that our current and future needs can be satisfied.

Using *The Natural Step* sustainability framework, the City is working to enhance the sustainability of its facilities and operations by reducing its consumption of fossil fuels and other materials extracted from the Earth, reducing its dependence on synthetic and persistent chemicals, and mitigating its impact on physical ecosystems. Because our community will not be truly sustainable unless our residents are healthy, safe and prospering, the City will continue to pursue policies and actions that minimize the barriers that get in the way of residents' ability to meet their basic needs. The City also intends to lead by example.

The goal of this policy is to promote worker health and safety and reduce the environmental impacts of cleaning products and materials used in the maintenance of City-owned facilities. The purpose of this policy is to establish a sustainable cleaning and purchasing program covering cleaning products, disposable janitorial paper products and trash bags.

Policy:**Centrally Approved Vendor for the Purchase of Green Cleaning Products and Materials**

This policy formally establishes the City's Green Cleaning Program and provides an agency-wide strategy for implementing an effective and sustainable method of purchasing and using green cleaning methods and products.

The intent of this program is to incorporate overarching philosophies and principles that look beyond purchase price.

- It is designed to provide economic, social, health, environmental and ethical benefits through strategic volume pricing, life-cycle analysis, best long term value, performance standards monitoring, education, innovation, inspiration, stakeholder engagement, practical support, risk management, transparency, reporting and accountability.
- It recognizes the evolving nature of green cleaning and integrates flexibility, ongoing analysis, and research of products and best practices.
- It is concerned with meeting the diverse needs and objectives of a broad audience, which include employees, user agencies, custodial workers, unions, vendors and janitorial contractors.

- It builds on the need to choose suppliers and partners that are genuine both in their intent and in their capacity to contribute to sustainable development through changes in their policies and practices.
- It values the partnerships established with these suppliers and vendors to provide the City with scientific, technical, and environmental expertise and support.
- It leverages the City's purchasing power to accelerate green research, production and drive meaningful change towards global sustainable development.

In recognition of these principles and values:

1. City agencies shall purchase approved contract items and environmentally preferred products, as defined in this policy, and, as applicable, from the centrally approved contract vendor(s).
2. All cleaning personnel shall be properly trained in the handling of chemicals, equipment and cleaning procedures in accordance with the City's approved training program.
3. The City shall require its contractors and consultants, engaged in the performance of cleaning services in City owned facilities, to comply with the green product standards, specifications and practices in this program.
4. This green cleaning program and purchasing procedure shall apply to all acquisitions from major systems programs to individual unit supply and service purchases.
5. Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price.

### **Definition of Green Cleaning Products and Materials**

The sustainable purchases will satisfy at least one of the following criteria:

- Cleaning products that meet the Green Seal GS-37 standard ([www.greenseal.com](http://www.greenseal.com)), if applicable;
- Cleaning products must comply with the California Code of Regulations ([www.arb.ca.gov](http://www.arb.ca.gov)) maximum allowable VOC\* levels where GS-37 is not applicable; or
- Disposable janitorial products and trash bags must meet the minimum requirements of the U.S. EPA Comprehensive Procurement Guidelines ([www.epa.gov/cpg/pdf/rmanal3.pdf](http://www.epa.gov/cpg/pdf/rmanal3.pdf))\*\*

### **Staff Training on Green Cleaning Practices**

Beyond product and beyond appearance, to have a truly green cleaning program each agency will implement a comprehensive approach that combines the use of green cleaning products, disposables, tools and equipment with the consistent application of green cleaning best practices. Given that

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\* Product VOC standards are available at [www.arb.ca.gov/consprod/regs/regs.htm](http://www.arb.ca.gov/consprod/regs/regs.htm)

\*\* EPA Post-Consumer fiber content guidelines:

Bathroom Tissue:	20-60%
Paper Towels:	40-60%
Facial Tissue:	10-15%
Industrial Wipes:	40%
Plastic Trash Bags:	10-100%

cleaning plays a large role in the health and safety of a building's occupants and directly affects the asset value of a building, participation in the City's approved training program is required.

Reporting and Compliance Requirements:

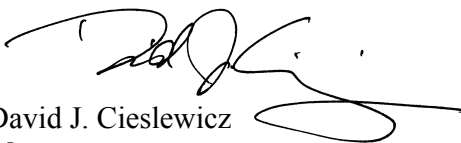
**Requirements:** To be considered compliant with this policy, each City agency must satisfy three requirements. Within twelve months of the signing of this policy, each agency will:

- Acquire at least 90% of its janitorial supplies through the Centrally Approved Vendor;
- Satisfy at least 75% of its need for janitorial supplies with materials that meet the City's criteria for Green Cleaning Products and Materials; and
- Ensure that all appropriate staff is trained in Green Cleaning Practices in accordance with the City's approved training program.

**Recordkeeping:** Each agency is required to maintain records of all applicable products and materials purchased. These records will indicate the total cost of these purchases on a calendar year basis and will indicate which materials meet one or more of the specified criteria for Green Cleaning Products and Materials. These records will include a calculation of the percent of covered materials purchased that meet one or more of the specified criteria.

**Reporting:** Within 60 days of the end of each calendar year, each City agency will report to the Purchasing Section of the Comptroller's Office the percentage of cleaning products and materials that were acquired from the Centrally Approved Vendor and met the specified criteria for Green Cleaning Products and Materials. Each agency will also report which staff members have been trained in Green Cleaning Practices and which staff members still require training. If the agency has not attained compliance with each of the three requirements outlined above, the report will include a discussion of changes the agency plans to undertake to move toward satisfying these requirements.

Staff in the Purchasing Section will monitor compliance with these policies and requirements. Non-compliance will be reported to the Mayor's Office, Comptroller and appropriate department and division heads. This report will include recommendations for corrective action required to achieve the City's sustainable purchasing targets.

  
David J. Cieslewicz  
Mayor

APM No. 4-6  
November 9, 2007

## PARK EVENT VENDING PERMIT APPLICATION

A Park Event Vending Permit is required for anyone who sells anything in a City park. (MGO 8.17)

Do you have plans to sell anything in a City park?

Yes  No

If Yes, please continue. If No, skip this form and do not submit it.

### EVENT ORGANIZER INFORMATION

Name of Group: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Phone During Event: \_\_\_\_\_

Today's Date: \_\_\_\_\_

### PRODUCT OR SERVICE SOLD

Please list every item sold or service provided. Attach an additional list, if necessary.

Food Item: \_\_\_\_\_

If selling food, please indicate your Temporary Restaurant License #: \_\_\_\_\_

Non-Food Item: \_\_\_\_\_

### DETAIL OF VENDOR SETUP

Please include what your vending site will contain (tables, tents, electricity, etc.):

### INSURANCE

All vendors must supply a certificate of insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Madison as Additional Insured.

Insurance Company: \_\_\_\_\_ Insurance Policy No.: \_\_\_\_\_

### SIGNATURES

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

### PERMIT TYPE

- Single Vendor \$275.00 for one day. \$50 for each additional day in a calendar year. (NT)
- Single Non-Profit Vendor (must provide ES#) \$75.00 for one day. \$25 for each additional day in a calendar year. (NT)
- Multiple Vendors\* (up to 7 vendors) \$845.00 for one day. \$50 for each additional day in a calendar year. (NT)

\* A permit for Multiple Vendors may be purchased by the Event Organizer and will cover up to 7 vendors. The Event Organizer's insurance must cover all vendors.

On the following page, please provide the list of vendors for your event.

**VENDOR LIST**

List the vendors for your event:

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