

# CITY OF MADISON

## REQUEST FOR PROPOSALS



RFP #: 14001-0-2025-AH

Title: Brayton Lot Development

City Agency: Economic Development Division

Due Date: July 09, 2025  
2:00 PM Central Time

*Our Madison – Inclusive, Innovative, & Thriving*

## 1 OPPORTUNITY AND WELCOME

Thank you for your interest in bidding on a City of Madison contract opportunity. The City's [mission](#) is to provide the highest quality service for the common good of our residents and visitors.

The City of Madison Economic Development Division is seeking proposals from qualified vendors, service providers, and developers for Brayton Lot Development .

Thank you for considering this opportunity to work with the City and further our mission!

## 2 IMPORTANT INFORMATION

**DEADLINE FOR PROPOSALS: July 09, 2025 at 2:00 PM Central Time.**

The City will not accept late proposals. Any changes to the deadlines will be posted as an addendum on the bid distribution websites listed below. See [Section 3.1](#) for instructions for using these websites.

<b>RFP NAME:</b> Brayton Lot Development	
<b>DEADLINE FOR QUESTIONS:</b>	The deadline for questions is April 18, 2025 at 2:00 PM Central Time. Questions and/or inquiries must be submitted by email.
<b>CITY'S ANSWERS POSTED BY:</b>	The City's answers to your questions will be posted as an addendum by April 25, 2025. You must check the bid distribution websites for any addendums.
<b>DUE DATE FOR PROPOSALS:</b>	July 09, 2025 2:00 PM Central Time
<b>BID DISTRIBUTION WEBSITES:</b>	<a href="https://vendornet.wi.gov/Bids.aspx">https://vendornet.wi.gov/Bids.aspx</a> <a href="https://www.demandstar.com/">https://www.demandstar.com/</a>
<b>CONTACT INFORMATION:</b>	Andre Hargianto Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346  Phone: (608) 266-4523 Email: <a href="mailto:ahargianto@cityofmadison.com">ahargianto@cityofmadison.com</a>

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Sample Contract

Form A: Price Proposal and Signature Affidavit

Form B: References

Form C: Vendor Profile

### 3 HOW TO FIND RFP DOCUMENTS AND CONTACT THE CITY OF MADISON

#### 3.1 Official Bid Distribution Websites – IMPORTANT

The City of Madison posts all requests for proposals (RFPs), addendums, updates, awards, and announcements on two websites: VendorNet and DemandStar. Both sites are free to register for City of Madison bids.

**These two websites are the only places to get the official RFP and updates to the RFP.**

**Updates and addendums will only be posted on these websites.** It is your responsibility to check the websites for updates and “addendums.” An addendum is a document that answers questions from bidders. It could make important changes to the RFP. **If the addendum requires a response, and you fail to respond to it, you could be disqualified.**

State of Wisconsin VendorNet System	State of Wisconsin and local government bid network. Registration is free. Search for City of Madison in the Agency search field.
VendorNet link	<a href="https://vendornet.wi.gov/Bids.aspx">https://vendornet.wi.gov/Bids.aspx</a>
DemandStar by Onvia	National bid network. Free subscription is available. Sign up for the free “Basic Plan” and select Wisconsin Association for Public Procurement (WAPP) as the agency to access City of Madison RFPs.
DemandStar link	<a href="https://www.demandstar.com/app/agencies/wisconsin/city-of-madison-purchasing-services/procurement-opportunities/573ff565-ce2b-4c75-86ec-401cd5abf736/">https://www.demandstar.com/app/agencies/wisconsin/city-of-madison-purchasing-services/procurement-opportunities/573ff565-ce2b-4c75-86ec-401cd5abf736/</a>
Register on DemandStar	<a href="http://www.demandstar.com/app/registration">www.demandstar.com/app/registration</a>

#### 3.2 Contact Information

City of Madison Purchasing Contact (Buyer)	Andre Hargianto Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 PH: (608) 266-4523 <a href="mailto:ahargianto@cityofmadison.com">ahargianto@cityofmadison.com</a>
Questions about Affirmative Action Plans	Contract Compliance, Department of Civil Rights 210 Martin Luther King, Jr. Blvd. Room 523 City-County Building Madison, WI 53703 PH: (608) 266-4910 <a href="mailto:dcr@cityofmadison.com">dcr@cityofmadison.com</a>
Email note	Some email to the City gets lost in “spam.”  If you send the City an email and you do not hear back within 3 days, please call the Buyer at (608) 266-4523.

## 4 OUR PURCHASING VALUES

### 4.1 Local Preference Purchasing Policy

The City of Madison gives preference to local vendors and suppliers. You must be registered with the City as a local vendor by the RFP due date to get preference points. Learn more and register at the City of Madison website: [www.cityofmadison.com/finance/purchasing/local-businesses/register-business/](http://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/)

If you are a local vendor, be sure to complete the Local Vendor section on Form C.

### 4.2 Equity in Contracting

The mission of the City of Madison is to provide the highest quality service for the common good of our residents and visitors. The City's [values](#) include

- Equity - fairness, justice and equal outcomes for all, and
- Shared prosperity - where all are able to achieve economic success and social mobility.

It is our goal to spend money equitably among businesses owned by women, people of color, and small businesses. Our contractors should reflect shared dedication to equity in their work and employment practices, and we invite you to become part of this mission!

### 4.3 Equitable Hiring & Affirmative Action Plan

**Affirmative Action Plan** The City of Madison values diversity in hiring and contracting. We expect our contractors to do the same. Contractors with 15 or more employees and more than \$50,000 in annual contracts with the City (each calendar year) must submit an **Affirmative Action Plan**.

Information about the Affirmative Action Plan and how to comply is found here:

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Or call the Affirmative Action Division at (608) 266-4910.

See **Section 13. B. of the Sample Contract** for Affirmative Action Plan requirements.

**Job Openings in Dane County** You must notify the City of openings for jobs in Dane County, Wisconsin if you have 15 or more employees. You must agree to interview candidates that we refer to you through our Referrals and Interviews for Sustainable Employment (RaISE) program. Information is here:

<http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The job posting requirement is found in **Section 13 A. of the Sample Contract**.

### 4.4 Limitations on Nuclear Weapons Producers

It is the City's policy not to make purchases from companies that produce nuclear weapons, or their subsidiaries. See [Common Council Resolution 79719](#) for more information.

### 4.5 Sweat Free Purchasing

It is the City's policy not to purchase apparel (clothes made from textiles, shoes, footwear) from vendors who source their materials from sweatshops, where labor practices are inconsistent with international standards of human rights. See Madison General Ordinances Section 4.25

([https://library.municode.com/wi/madison/codes/code\\_of\\_ordinances?nodeId=COORMAWIVOICH1--10\\_CH4FI\\_4.25PRITAP](https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOICH1--10_CH4FI_4.25PRITAP)) for more information.

## 5 SCOPE OF WORK AND REQUIRED INFORMATION

The City of Madison and Dane County are home to the Wisconsin State Capitol, University of Wisconsin - Madison, and the State's fastest growing region. Continually recognized by many national organizations for a wide variety of quality-of-life awards and rankings, the Madison region is a prime choice for businesses and employees alike. With growing diversity among its population, the Madison region fosters a culture of openness, dialogue and energy, and offers a vital and dynamic workforce, the result of an outstanding education system, a diverse economy and successful partnerships between the public and private sectors.

At the heart of the region is downtown Madison. It is unlike any other in the world. In his 1911 plan "Madison: A Model City", renowned city planner John Nolen said, "Madison is one of the most striking examples that could be selected in the United States of a city which should have a distinct individuality, marked by characteristics separating it from and many respects elevating it above other cities."

The Downtown serves as Madison's signature. It is the geographic, economic and civic heart of the community. When people think of Madison, images of the Downtown and its unique isthmus setting often drive their impressions. It is the place where the community comes together, especially for the many events it hosts and the abundant activities it provides.

Successful downtowns are comfortable, but at the same time, exciting, fun, and places of continual discovery. Successful downtowns spend considerable resources planning for and working towards a desired future. This includes identifying and building on the things that work well, while recognizing and seizing new opportunities that will keep Downtown fresh and dynamic. Downtown Madison today is much different than the city John Nolen knew, but the natural features that provide the unique setting that so enamored Nolen continue to be the cornerstones influencing its evolution.

It is within this context that the City of Madison is pursuing an exciting new development opportunity that would be a mixed-use project containing the Block 113 Mixed-Use Project.

Block 113, located at 1 South Butler Street currently contains a surface parking lot. The City utilized Block 113 as a staging and storage area during the construction of the recently completed Bus Rapid Transit (BRT) System. The use of this City owned site during the BRT construction process was considered an "in-kind" contribution by the Federal Transit Administration (FTA) Joint Development Program that provided substantial funds for the construction and completion of the City's East / West BRT system.

Because Block 113 was considered an in-kind contribution towards the completion of the BRT system, the City is required to redevelop this site following FTA's Requirements. FTA Requirements are outlined later in this RFP.

The site is bounded by East Washington Ave, South Butler Street, South Hancock Street, and East Main Street, as shown in the map below.





### 5.1 Project Goals

The Block 113 Mixed-Use Project is an important opportunity to continue to add dense, high quality, tax-generating development for the benefit of the City, the overlying taxing jurisdictions, and the residents of the downtown and greater Madison area. The Block 113 Mixed-Use Project can provide additional transit users, additional housing units, increased transit usage, and additional amenities to downtown Madison.

The City has an opportunity to guide a project to contribute to the ongoing renaissance of the East Washington Avenue area, using Block 113 as a catalyst for new, tax-revenue producing housing development.



**Figure 2**

Please note the maximum building height on the site is ten (10) stories, as defined in the City of Madison [Zoning Ordinance](#). However, the City allows up to two (2) additional stories may be added if sufficient affordable units are created, as long as the building does not exceed the Capitol View Height Limit, as defined in Madison General Ordinance 28.071.

This opportunity to redevelop an existing surface parking lot into a project that produces transit supporting housing and jobs, taxable property, increased density is intended to:

1. Utilize City-owned, tax-exempt parcels to significantly expand the City's tax base by replacing an obsolete surface parking lot, continuing the activation of East Washington Avenue, increasing transit use, and enhancing Downtown Madison:
2. Unlock the development potential of the site through careful selection of mixed uses that include a mix of residential uses, retail, commercial office space, and potentially laboratory space.
3. Increase economic activity.
4. Increase the number of housing units (market rate/affordable /student) in the City.

The result of this effort will be a healthier downtown through increased property values, added employment and housing options, and increased transit use.



## 5.2 Scope and Specifications

The Project Goals, Scope, and Scoring Criteria Specifications are outlined below.

There are 8 sections outlined below that will be compared between proposers. These sections strike a balance between project requirements and project goals.

The project's approval is dependent upon its compliance with Federal Transit Authority (FTA) Joint Development requirements, as Block 113 was utilized as part of the City's matching funds for the creation of the City's Metro Bus Rapid Transit system. Any redevelopment of the lot must meet FTA's Joint Development Requirements for redevelopment. Due to this requirement, Section 1 will be scored under a pass/fail system, and proposers that do not meet these requirements will not be scored in sections 2-8.

Sections 2-8 illustrate the City's goals for this project. Sustainability and Affordability are considered the City's highest priorities. Proposals should look to maximize Sustainability and Affordability within the FTA requirements.

Section 1 - FTA Requirements and City Requirements **(pass/fail scoring)**

Section 2 - Sustainability (0-25 points)

Section 3 - Parking & Transportation (0-10 points)

Section 4 - Affordability and unit mix (0-25 points)

Section 5 - General Design (0-20 points)

Section 6 - Development Team Experience and Capability (0-5 points)

Section 7 – Hiring and Workplace Culture and Partnership Goals (0-5 Points)

Section 8 - Amount to City over \$1.1 Million per year (as described in section 1) (0-10 Points)

### **Section 1 = FTA Requirements and City Requirements (pass/fail scoring)**

These "Pass / Fail" requirements for new development include:

- A. Any new development must be generally compliant with the Circular FTA C 7050.1C and approved by the FTA. (The City will assist the selected development through the approval process with the FTA)
- B. The City of Madison (and Madison Metro Transit) must maintain "satisfactory continuing control" to ensure that any development on Block 113 benefits transit over the lifespan of the development. This may take the form of:
  1. Long-term land lease
  2. Easement
  3. Deed restriction
  4. Other contractual requirement between the City and the Developer
- C. New development must incorporate private investment.
- D. Project must show that new development benefits transit by increasing transit demand to the area.
- E. Any change in existing parking facilities must produce an overall benefit for transit. There is a limit of no more than 270 off-street parking spaces throughout the entire block.
- F. New development must return a "fair share of revenue" to Madison Metro, the owner of Block 113. This "fair share of revenue" may be returned to the City through equal annual payments over fifteen (15) years, the value of which is greater than or equal to a net present value of \$9,000,000. This may be either through a "lease to own" arrangement, outright purchase, or a land contract.

- G. Project must abide by the City's Tenant Selection Plan and Affirmative Marketing Standards, including a 40-year LURA on any affordable units (those at 60% AMI or below). (See [Tenant Selection Plan](#))

**Section 2 = Sustainability (0-25 points)** – Project should illustrate its commitment to sustainability and will be scored using the following criteria:

- A. Commitment to Sustainable Building Certification (15 pts maximum)
1. LEED Platinum, Phius Zero (Passive House), DOE Zero Energy Ready Home (ZERH), or Enterprise Green Communities Certification Plus (15 pts)
  2. LEED Gold, ENERGY STAR Multifamily New Construction, or Enterprise Green Communities Certification (6 pts);
  3. LEED Silver (3 pts);
  4. Below LEED Silver or no certification (0 pts);
- B. Energy sources (10 points maximum)
1. All electric building (no natural gas service) (10 pts)
  2. Electric heating / cooling (geothermal and / or heat pumps), but some natural gas equipment, such as domestic hot water or others (5 pts);
  3. All electric appliances (3 pt)

**Section 3 = Parking & Transportation (0-10 points)**

- A. All proposals must have no more than 270 parking stalls. The following points may be added if applicable:
1. Parking ratio of less than 0.5 stalls / residential unit, with at least 6% equipped for EV charging (10 pts);
  2. Parking ratio between 0.51 – 0.7 or higher stalls / unit with at least 4% equipped for EV charging (5 pts);
  3. Greater than 0.7 stalls / unit OR fewer than 4% equipped for EV charging (0 pts)

**Section 4 = Affordability and unit mix (0-25 points)**

- A. Project delivers a mix of units at 30%, 50%, 60% Area Median Income (i.e. “Affordable”), and market rate income levels (worth up to 20 Points)
1. The percent of the total units that are Affordable will be the number of points, up to a max of 20 points)
- B. Project delivers a range of unit mixes (1 Bdr, 2 Bdr, 3 Bdr, 3+Bdr) (worth up to 5 points)

**Section 5 = General Design Principles (0-20 points)**

- A. The following guidelines should help shape a proposal that will add to the urban context of the site. Points will be distributed amongst the design principles. (see [Downtown Design Guidelines](#))
1. Architectural Expression of Materials
  2. Engaging Pedestrian Environment on all four street facing sides; Relationship to surrounding character with appropriate building setbacks (all four street faces)
  3. Project Massing & Shadow; Varied massing to allow increased ground level open space
  4. Internal Program as Expressed to Exterior
  5. Universal Design (beyond ADA Accessibility requirements)
  6. High Quality Materials
  7. Consistency with Adopted Plans/Policies/Ordinances (As determined by Zoning and Planning Staff)
  8. Site circulation and design,
  9. User-centered, Innovative Design & Community Outreach. Space for children to recreate both outdoors and indoors.
  10. Plan for tree preservation, new street trees, structural soil, and consistency with Complete Green Streets Policy.

## 10. Curb management plan

### **Section 6 = Development Team Experience and Capability (0-5 points)**

- A. Identification of the development venture & team. Identify the legal name of the proposer & officers legally authorized to bind development venture to the development contracts.
- B. Identify key entities on the team, backgrounds & history. Include subcontractors (architect, engineering, financial partners).
- C. Identify key project team members & affiliates directly responsible for various aspects of the development. Note development manager for the team. (Provide contactable references from previous projects, particularly those similar in scope to the proposed development.)
- D. Describe the organizational structure for the team, their roles, reporting responsibilities & team interface with City project management.
- E. Demonstrate capability, experience in planning, designing & constructing mixed-use urban scale projects.
- F. Demonstrate your capability in managing completed mixed-use urban scale projects. (portfolio that includes descriptions, budgets, financial performance, and any challenges faced in previous projects)
- G. Disclose any potential conflict of interest due to any other clients, contracts or property interests.
- H. Disclose team's labor record, any alleged significant prior or ongoing contract failures, contract breaches, tax delinquencies, civil or criminal litigation including but not limited to wage theft or investigation pending within the last five years which involves your firm and the key team members including general contractor and any sub-contractors identified above. List any contracts in which your firm and/or key team member has been found guilty or liable, or which may affect your performance. Describe any bankruptcy filing by your firm or key team member or an entity they controlled in the last ten years.

### **Section 7= Hiring and Workplace Culture and Partnerships Goals (0-5 Points)**

- A. The following guidelines should help shape a proposal that will show how your proposal looks at the following goals. Points will be distributed amongst goals.
  1. Hiring and Workplace Culture
  2. Hiring of sub-consultants
  3. Apprenticeship utilization
  4. Partnership with an emerging developer

### **Section 8 = Amount to City over \$1.1 Million per year (as described in section 1) (0-10 Points)**

- A. Net funds to City over \$1.1 Million per year (0-10 Points)
  1. Please describe any amount of funds to City over \$1.1 Million per year (as described in section 1)
  2. This amount should be a net amount after any City TIF/AHF requests.

Each project will be scored based upon the attached scoring metric in **Form D**.

#### **5.3 Pre-Submittal Information Meeting**

There will be an optional pre-submittal info meeting on **Thursday, April 30, 2025, at 10:00 AM**. It is anticipated to be a virtual "Teams" meeting. To receive a link, please email Dan Rolfs, [drolfs@cityofmadison.com](mailto:drolfs@cityofmadison.com).

If the meeting is changed to an in-person meeting, an addendum will be released with all pertinent information.

#### **5.4 Scoring Criteria**

Each proposal will be scored based on the following criteria:

1. Overall quality of submission: **10%**
2. Customer/user experience. This includes website, membership portal, reservations, communications, and other functionalities: **20%**.
3. Staff and administration interface, functionality, and ease of use: **10%**.
4. Experience and outcomes with clients of similar organizations (how many and who, similar size and structure): **15%**.
5. Overall project plan, planning capacity, and recommendations: **10%**.
6. Cost proposal: **30%**.
7. Local vendor preference: **5%**.

### 5.5 Project Requirements

Your response to the Block 113 Mixed-Use Project Request for Proposals must recognize and address the following program and project elements.

1. The RFP response shall propose redevelopment on 1 South Butler Street and may include adjacent parcels.
2. The project shall meet all the Federal Transit Authority (FTA) Joint Development requirements as described in Section 2.3 above.
3. The City has created tax incremental district (TID), aka TID 53, which may be available to provide assistance to a development that demonstrates a financial need. The City may consider financial assistance to a private development project that generates significant tax incremental value, if it demonstrates a financial gap to the City's satisfaction, the private financial assistance requested conforms to the City's TIF Policy, and that the net payment to the City conforms with the requirements of Section 2.3, sub-Section 1(F)(1) above. The City of Madison TIF Policy and Objectives and TIF Loan Underwriting Standards are available for your review: <https://www.cityofmadison.com/dpced/economicdevelopment/tax-incremental-financing/415/>
4. The City reserves the right to audit construction costs related to any public elements proposed in the project.
5. The proposed must submit a table that includes the following components in a readable form so that it can be easily compared to other proposals:
  - a. Number of Total Units in the project
  - b. # and % Units at Different AMI levels (30%,60%, 80%)
  - c. Proposal of Amount to City over required \$1.1 Million annually
  - d. \$ Total Amount of City financial request (i.e. AHF. TIF etc)
  - e. Net present value of financial payments to the City, net of any City financial assistance.
  - f. Sq Ft of non-residential uses, i.e. Commercial, institutional, etc
  - g. Total # of Parking Stalls and parking ratios
  - h. Number of EV parking stalls
  - i. Proposal's method of satisfactory continuing control (easement, lease, deed restriction, etc.)
  - j. Number of stories of building height as measured by the City zoning code
  - k. Any other pertinent data and information

## 6 HOW TO SUBMIT YOUR PROPOSAL

### 6.1 Proposal Checklist

<b>Required Documents to Submit:</b>		
System proposal with brief company description highlighting history, background, experience, capabilities and capacity, implementation team, and project managers.		
<b>Required Forms to Submit:</b>		
Form A: Price Proposal and Signature Affidavit		
Form B: References		
Form C: Vendor Profile		
<b>RFP ADDENDUM</b>		
Check the bid websites for any addendum. See <a href="#">Section 3.1</a> .		
<ul style="list-style-type: none"> <li>You can use the area below to track addendums.</li> <li>An addendum might require you to submit additional documents. Make sure to read it carefully and send any additional documents.</li> </ul>		
Addendum # (if any)	Have you read it?	Have you submitted any documents required by the addendum?
Addendum # _____		
Addendum # _____		

### 6.2 Submit your Proposal by the Deadline

Submit your proposal by email to City of Madison Purchasing Services by July 09, 2025 at 2:00 PM Central Time.

- Make sure your proposal is complete (see [checklist](#) above) and readable.
- **Include RFP 14001-0-2025-AH in the email subject line.**
- **Email proposals to: [bids@cityofmadison.com](mailto:bids@cityofmadison.com)**
- Do not send your proposal to any other City email or agency
- If you cannot send your proposal by email, please contact the Buyer at (608) 266-4523

You must include RFP 14001-0-2025-AH on your proposal and all other communication to the City. **For email, include RFP 14001-0-2025-AH in the subject line.**

For example, an email subject line could read: RFP 14001-0-2025-AH Brayton Lot Development Questions



### 6.3 Format

- **Electronic** – proposals are submitted electronically. Exceptions can be made for paper submittals but you must contact the Buyer ahead of time to make those arrangements.
- **Legible and readable** – if not the City might reject it.
- **Simple** – not necessary to include elaborate/ high tech/ expensive graphics or similar features.
- **Complete** – your proposal must include all required sections and forms. See [checklist](#).

### 6.4 Questions

You can ask questions about the RFP until the **deadline for questions of April 18, 2025 at 2:00 PM Central Time**.

**Email questions** to Andre Hargianto at [ahargianto@cityofmadison.com](mailto:ahargianto@cityofmadison.com). Remember to include RFP 14001-0-2025-AH in the subject line.

We post answers to bidder questions as an **addendum** on the bid websites. Check the websites regularly.

### 6.5 Addendum (Changes or Clarifications to this RFP)

RFP addendums make clarifications, answer bidder questions, make changes to RFP timeline, and provide other important information. Addendums are posted on the bid websites listed in [Section 3.1](#).

**IMPORTANT:** It is your responsibility to check for addendums. An addendum might require you to submit additional information. Your proposal could be disqualified if you do not:

- **Check the bid websites regularly during the posting period**
- **Read all addendum**
- **Follow the instructions in the addendum**

### 6.6 Multiple Proposals

You may submit more than one proposal if you are proposing more than one way to fulfill the scope requested by this RFP. If so, each proposal must meet the requirements of the RFP. Clearly label each proposal by number (Proposal #1, Proposal #2) and submit each separately.

### 6.7 Changing or Withdrawing your Proposal

You may make changes to your proposal before the due date of July 09, 2025 at 2:00 PM Central Time.

You may withdraw your proposal before the due date. After the due date, no proposals may be withdrawn for 90 days or as otherwise provided by law.

### 6.8 Correcting Errors in your Proposal after the Due Date

The City will notify you if we believe you made an error in your proposal and may allow you to correct the error. The City will decide if correcting the error is in the City's best interest, is fair to the other bidders, and preserves competition. The City will decide whether an error can be corrected and will notify you.

## 6.9 No Exceptions from Bidders

**Exceptions to this RFP are not permitted.** The City of Madison reserves the right to reject bids that take exceptions or don't follow the requirements of this RFP. If you ask to change the requirements, specifications, sample contract, or legal terms, that is considered an "exception." A statement that you will not or cannot comply with any part of this RFP or the sample contract will also be considered an "exception." *(If this RFP allows substitutions or alternate solutions, the Scope of Services ([Section 5](#)) will make this clear, and that is not considered an "exception.")*

## 6.10 You are Responsible for all of your Costs in Making a Proposal

You participate in this RFP at your own expense. You may be asked to attend virtual or in-person meetings, make presentations, give demonstrations, inspect City locations, or make your facilities available for a site inspection. The City will not pay any costs incurred in your preparation of bids, even if this RFP is changed or cancelled.

## 6.11 Public Records and Trade Secrets

Your response to this RFP is a public record. Wisconsin and other public records laws may require the City to share your proposal or the resulting contract if someone makes a public records request. If a public records request is made, the City's Records Custodian applies the law to decide whether the record must be disclosed, or if any part of the record can be redacted or not disclosed. There are very few exceptions to disclosure under Wisconsin law. One exception is for "trade secrets" as defined by sec. 134.90(1)(c) of the Wisconsin Statutes. It is your responsibility to research trade secrets as defined by Wisconsin law if you think any part of your proposal might be a "trade secret." The City cannot give private legal advice to you. Most things will NOT meet this exception.

You may label items you believe meet this definition as a "trade secret" and submit them separately from the rest of your proposal, **but the City cannot guarantee that information will be treated as a trade secret or confidential.**

**Things that are not considered confidential:** your proposal or bid in its entirety, price proposal, pricing information, references, or the resulting contract. This is not a complete list.

**Preserving competition:** To the extent permitted by law, the City intends to withhold proposals under this RFP from public view until competitive or bargaining reasons no longer require it, in the City's opinion. At that time, all proposals will be available for review in accordance with public records laws.

The City will not provide advance notice to bidders prior to releasing any requested public record.

## 7 RULES FOR THE SELECTION PROCESS

**This RFP does not commit the City to award a contract.** The City can cancel this RFP at any time. There is no guarantee that the City will award any contract as a result of this RFP. While the City considers this procurement important to City operations, the circumstances could change.

**The City might make a partial award.** By submitting a proposal you are willing to accept an order for all or part of the items/services. Note in your proposal if you do not agree to accept a partial award.

**The City reserves the right to make changes to this RFP.** Any changes will be made with an Addendum. Changes could impact due dates or specifications, or could require additional information from all bidders.

**The City reserves the right to reject any proposal.** We can reject all or part of a proposal without explaining the reason. Proposals could be rejected if they are missing information (non-responsive) or fail to demonstrate that the bidder is responsible and capable of doing the work (not responsible.)

**The City may negotiate with finalists or the selected vendor.** One or more bidders may need to submit additional technical proposals, best and final price proposals, or other changes to their bids.

**Federal or State Laws** may apply to this RFP (such as federal regulations or procurement policies that apply to grant funding). Those laws will apply over any conflicting procedure in this RFP.

**Responsible and Responsive Bidders** You should read the Scope of Work ([Section 5](#)) carefully to determine your ability to perform and complete the work required. This contract will only be awarded to a bidder who is “responsible” and “responsive” and whose bid is most advantageous to the City, with price and other factors considered. This RFP is designed to help the City select responsive and responsible bidders.

“Responsive” means that your proposal responds to all parts of this RFP – it is complete, not missing any information, and addresses all of the required work. Failure to provide all of the information requested in this RFP could result in being considered “not responsive.”

A “Responsible” bidder has demonstrated the ability to perform successfully under the terms of the proposed contract. This includes having adequate financial resources or the ability to obtain them; can perform and deliver on time, 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. A bidder that cannot demonstrate these things may be considered “not responsible.”

**Contractors with past problems with the City** The City reserves the right to refuse to accept any bid from any person, firm or corporation who

- owes the City money
- is in default to the City
- has been debarred through an official process such as through the Department of Civil Rights
- has had performance or other problems on past contracts with the City

Such bidders may be deemed “not responsible.”

## 8 LEGAL CONTRACT REQUIREMENTS

### 8.1 Sample Contract

You must review the Sample Contract attached to the end of this RFP. This contract\* will be used for the work resulting from this RFP.

**By submitting a proposal, you are willing to enter into a contract with the terms found in the Sample Contract. Exceptions to the legal terms are not allowed and may result in your proposal being rejected. The City does not negotiate legal terms prior to award.**

*\*While the City strives to provide the most appropriate sample contracts, the City reserves the right to modify the form for any contract resulting from this RFP.*

### 8.2 Affirmative Action Requirements for Contractors

City contractors must show they hire and promote employees equitably and make their best efforts to have a diverse workforce.

**Affirmative Action Plan:** Bidders with 15 or more employees that will earn \$50,000 or more in total contracts with the City in the calendar year must file an Affirmative Action Plan (AA plan) with the City. Submit your AA plan online using the form provided by the City. See the sample AA plan for “vendors and suppliers” at: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

**Exemptions:** Bidders who have fewer than 15 employees or will earn less than \$50,000 in total contracts with the City in the calendar year will be exempt from filing a full AA plan. You will need to fill out a request for exemption form. If you have 15 or more employees, you must complete an exemption form, provide some workforce statistics, and participate in the “RaISE” program.

**Release of Payment:** The City cannot make any payments under a contract until the Affirmative Action plan or request for exemption form are completed.

**Referrals and Interviews for Sustainable Employment (RaISE) Program:** The RaISE program is designed to match qualified people to employment. If you have 15 or more employees and are awarded the contract, you must let the City know about all external job openings in Dane County, Wisconsin. You must also agree to interview candidates the City refers to you. See this link for information and instructions: <https://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The City has a **Small Business Enterprise program** described here: <https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs>. You will be encouraged to provide opportunities for small business enterprises (SBE) to compete for any subcontracts allowed in the contract.

**See the Sample Contract**, section 13, for all requirements for the City’s Affirmative Action program for contractors. Call the Contract Compliance Specialist at (608) 266-4910 with questions.

### 8.3 Insurance

All City contractors must provide a Certificate of Insurance. You must carry the insurance policies required by section 27 of the **Sample Contract**. This includes general liability insurance, workers compensation, automobile liability, environmental liability, and umbrella liability insurance. Please see the instructions and section 27 of the Sample Contract for the insurance requirements.

**City of Madison**  
**CONTRACT FOR PURCHASE OF SERVICES**

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

**Order of Precedence:** In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

Contractor designates \_\_\_\_\_ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

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



10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NONDISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

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

**B. Articles of Agreement, Request for Exemption, and Release of Payment:  
The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:**

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

\*As determined by the Finance Director

\*\*As determined by the Department of Civil Rights

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

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

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

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

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

\_\_\_\_\_  
(Department or Division Head)

FOR THE CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

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

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

17. **GOODWILL.**

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

18. **THIRD PARTY RIGHTS.**

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

19. **AUDIT AND RETAINING OF DOCUMENTS.**

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

20. **CHOICE OF LAW, VENUE, AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$\_\_\_\_\_.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION.**

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

27. **INSURANCE.**

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

Commercial General Liability

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

Automobile Liability

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

Environmental Impairment Liability

The Contractor shall procure and maintain during the life of this contract Environmental Impairment Liability insurance for sudden and accidental occurrences, in not less than the following amounts: \$2,000,000 per incident, \$2,000,000 aggregate.

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.

Umbrella Liability

The Contractor shall procure and maintain during the life of this contract Umbrella Liability insurance with limits of not less than \$2,000,000, applying on an excess basis over the underlying Automobile, Commercial General and Employer's Liability coverage.

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

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

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

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

28. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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



29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "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 this Contract, the 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 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 hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **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).

31. **IT NETWORK CONNECTION POLICY.**

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

32. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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

**CONTRACTOR:**

\_\_\_\_\_  
(Type or Print Name of Contracting Entity)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

Date: \_\_\_\_\_

**Approved:**

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Eric T. Veum, Risk Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Haas, City Attorney

Date: \_\_\_\_\_

**For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:**

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

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

By: \_\_\_\_\_  
Mary Richards, Procurement Supervisor

Date: \_\_\_\_\_

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

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

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

**For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):**

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



## Form A: Price Proposal and Signature Affidavit

RFP #:

*This form must be returned with your response.*

### PRICE PROPOSAL

Prepare your price proposal as follows:

- **All Inclusive** – Your price proposal must cover 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 must not exceed the amount specified in your price proposal.
- **Fixed Fee** – All prices outlined in your proposal must remain fixed and valid for the entire length of the contract and any/all renewals.
- **Unit Pricing, where applicable** - For any given item, the quantity multiplied by the unit price establishes the extended price. If an apparent mistake exists in the extended price, the unit price will be used in the bid/proposal evaluation.
- **FOB (Free on Board) Destination Freight Prepaid and Allowed** – If goods are included, you are responsible for the cost of delivering all goods to our location, including handling, delivery, transportation, and insurance charges. Failure to bid FOB Destination Freight Prepaid and Allowed may disqualify your proposal.
- **Do not include sales tax in your proposal.** The City of Madison is exempt from federal excise taxes and State of Wisconsin taxes per section 77.54(9a) of the Wisconsin Statutes.
  - CES No. 008-1020421147-08
  - Wisconsin Department of Revenue Form S-211:  
<https://www.cityofmadison.com/finance/purchasing/vendor-resources/letter-of-credit/wisconsin-department-of-revenue-form-s-211>.

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COMPANY NAME



## Form A: Price Proposal and Signature Affidavit

RFP #:

### SIGNATURE AFFIDAVIT

#### Proposer's Certification:

By submitting this proposal, we certify that:

- This entire proposal, including the Price Proposal, has been developed independently and not in collusion with other proposers or anyone competing for the award of this RFP.
- We have not knowingly disclosed the contents of this proposal to any other proposer, anyone competing for the award of this RFP.
- We have not taken any action that would interfere with free competition on this RFP.
- We have not violated any laws in the submission of this proposal or participation this RFP.
- All information in this proposal is true and accurate to the best of our knowledge.

**Agreement to comply with all terms of RFP:** By submitting this proposal, we agree to comply with all of the terms, conditions, and specifications of this RFP, the sample contract, and any contract awarded under this RFP.

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COMPANY NAME

---

SIGNATURE

---

DATE

---

NAME OF PERSON SIGNING

---

TITLE OF PERSON SIGNING

**BLOCK 113 PROJECT RFP RESPONSES**

Initial Review Comments – Date

**PLANNING, SUSTAINABILITY, AFFORDABILITY & TRANSPORTATION CONSIDERATIONS**

NOTE: Items shaded in black are FTA requirements. Review Criteria	Proposer #1	Proposer #2	Proposer #3	Proposer #4	Proposer #5	Proposer #6	Proposer #7
<b>Minimum FTA Requirements &amp; Standards (i.e. "Pass" or "Fail" with information – not points)</b>							
1. Does it include required private investment? Proposed Project Estimated Assessed Value							
2. Does it add transit travel demand to the area?							
3. Does it have less than 270 parking spaces							
4. Project returns a "fair share of revenue" to the City through equal annual payment over fifteen (15) years, the value of which is greater than or equal to a net present value of \$9,000,000.							
5. Project will abide by the City's Tenant Selection Plan and Affirmative Marketing Standards), including a 40 year LURA on any affordable units (those at 60% AMI or below)							

**BLOCK 113 PROJECT RFP RESPONSES**

Initial Review Comments – Date

**PLANNING, SUSTAINABILITY, AFFORDABILITY & TRANSPORTATION CONSIDERATIONS**

**FINAL**

<b>General Proposal Comparisons</b> (Information - not points)							
1. # of Total Units							
2. # and % Units at Different AMI levels (30%,60%, 80%)							
3. Amount to City over \$1.1 Million annually							
4. \$Amount of City financial request (i.e. AHF, TIF etc)							
5. Net present value of financial payments to the City, net of any City financial assistance.							
6. Sq Ft of additional uses. Commercial etc							
7. # of Parking Stalls							
8. Proposal’s method of satisfactory continuing control (easement, lease, deed restriction, etc.)							
9. Number of stories of building height? Total building height per City zoning code?							
10. Other??							

**BLOCK 113 PROJECT RFP RESPONSES**

Initial Review Comments – Date

**PLANNING, SUSTAINABILITY, AFFORDABILITY & TRANSPORTATION CONSIDERATIONS**

**FINAL**

General Sustainability Comments (0-25 Pts)	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points
1. LEED Platinum, Phius Zero (Passive House), DOE Zero Energy Ready Home (ZERH), or Enterprise Green Communities Certification Plus (15 pts); LEED Gold, ENERGY STAR Multifamily New Construction, or Enterprise Green Communities Certification (6 pts); LEED Silver (3 pts); Below LEED Silver or no certification (0 pts);							
2. Energy Sources: All electric building (no natural gas service) (10 pts); electric heating / cooling (geothermal and / or heat pumps), but some natural gas appliances (5 pts); all electric appliances (3 pt)							



**BLOCK 113 PROJECT RFP RESPONSES**

Initial Review Comments – Date

**PLANNING, SUSTAINABILITY, AFFORDABILITY & TRANSPORTATION CONSIDERATIONS**

**FINAL**

Parking / Transportation (0-10 points)	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points
1. Parking ratio of less than 0.5 stalls / residential unit, with 6% equipped for EV charging (10 pts); Parking ratio between 0.51 – 0.7 or higher stalls / unit with 4% equipped for EV charging (5 pts); No EV charging (0 pts)							
Affordability and Unit Mix (0-25 Points)	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points
1. Project delivers a mix of units at 30%, 50%, 60% (i.e. “Affordable”), and market rate income levels (worth up to 20 Points; The percent of the total units that are Affordable will be the number of points, up to a max of 20 points)							
2. Project delivers a range of unit mixes (1 Bdr, 2 Bdr, 3 Bdr, 3+Bdr) (worth up to 5 points)							

**BLOCK 113 PROJECT RFP RESPONSES**

Initial Review Comments – Date

**PLANNING, SUSTAINABILITY, AFFORDABILITY & TRANSPORTATION CONSIDERATIONS**

**FINAL**

General Design (0-15 Points)	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points	_____ Points
1. Architectural Expression of Materials							
2. Engaging Pedestrian Environment on all four street facing sides; Relationship to surrounding character with appropriate building setbacks (all four street faces)							
3. Project Massing & Shadow; varied massing to allow increased ground level open space							
4. Internal Program as Expressed to Exterior							
5. Universal Design (beyond ADA Accessibility requirements)							
6. High Quality Materials							
7. Consistency with Adopted Plans/Policies/Ordinances* (As determined by Zoning and Planning Staff)							
8. Site circulation and design							
9. User-centered, Innovative Design & Community Outreach. Space for children to recreate, both indoors and outdoors.							
10. Plan for tree preservation new Street trees, structural soil, and consistency with Complete Green Streets Policy.							
11. Curb Management plan							

**BLOCK 113 PROJECT RFP RESPONSES**

Initial Review Comments – Date

**PLANNING, SUSTAINABILITY, AFFORDABILITY & TRANSPORTATION CONSIDERATIONS**

**FINAL**

<b>Development Team Experience and Capability (0-10 Points)</b> Put in Points / Color Code from Separate Worksheet	_____Points	_____Points	_____Points	_____Points	_____Points	_____Points	_____Points
1. Labor record, including instances of wage theft from Development Team, General contractor, or sub-contractors (Identify General Contractor)							
<b>Hiring, Workplace Culture, and Partnerships Goals (0-5 Points)</b>	_____Points	_____Points	_____Points	_____Points	_____Points	_____Points	_____Points
1. Hiring and Workplace Culture							
2. Hiring of sub-consultants							
3. Apprenticeship utilization;							
4. Partnership with an emerging developer							
<b>Amount to City over \$1.1 Million per year (as described in section 1) (0-10 Points)</b> Net amount after City TIF/AHF requests.	_____Points	_____Points	_____Points	_____Points	_____Points	_____Points	_____Points

Legend

- No staff concerns / issues
- Staff has minor concerns / needs further follow-up
- Staff has major concerns / not recommended

\*Note: The review of these submissions in regard to adopted plans has been done on a very cursory basis, based solely on information provided in the submittals. Staff has listed portions of submissions that may be inconsistent with plans or out of compliance. As more detail emerges, plans may be able to demonstrate compliance, but staff felt it was important to note potential issues. Additionally, detailed plans will require additional review against all City plans, policies, and ordinances. There are various standards and specifications of each plan that will need to be addressed in the future.



## Form B: References

RFP #:

*This form must be returned with your response.*

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #2 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #3 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

ORGANIZATION/COMPANY NAME



# Form C: Vendor Profile

RFP #:

*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	EMAIL		
ADDRESS	CITY	STATE	ZIP

## AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE 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	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. <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>

CHECK ONLY ONE:			
<input type="checkbox"/>	<b>Yes</b> , we are a local vendor <b>and</b> have registered on the City of Madison website under the following category: _____		
<input type="checkbox"/>	<b>No</b> , we are not a local vendor or have not registered.		