

# **CITY OF MADISON**

## **REQUEST FOR PROPOSALS**



RFP #: 8412-0-2016-BP

Title: Uniform Rental

City Agency: City Wide

Due Date: Friday, March 25, 2016  
2:00 PM CST

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# **1 NOTICE TO PROPOSERS**

## **1.1 Summary**

The City of Madison ("City") is soliciting Proposals from qualified vendors for Uniform Rental. 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: Monday, February 1, 2016  
Questions Due Date: Monday, February 22, 2016  
Answers Posted Date: Friday, February 26, 2016  
Submission of Form F and  
Form G: Friday, March 4, 2016  
Notification of Compliance: Friday, March 18, 2016  
Due Date: Friday, March 25, 2016, 2:00 PM CST

## **1.3 Format**

Tabs 1-4 must be submitted separately from Tab 5, cost proposals. Tab 5 must be submitted in a sealed envelope. This includes electronic copies as well; the cost proposal must be in a separate electronic file.

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 Copy  
Technical Proposal: Nine Copies  
Electronic Proposal: One (1) complete copy (Cost proposal must be in separate file)  
Sweatfree Compliance  
(Forms E and F): One Copy

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 Tabs 1-5 to City of Madison Purchasing Services by Friday, March 25, 2016, 2:00 PM CST.

## **1.4 Labeling**

All proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 8412-0-2016-BP
Title: Uniform Rental
Due: Friday, March 25, 2016, 2:00 PM CST

All email correspondence must include RFP #8412-0-2016-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 Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services 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. Proposals #1, Proposals #2) and separately package each Proposals. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

### 1.9 City of Madison Contact Information

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 <a href="mailto:bpittelli@cityofmadison.com">bpittelli@cityofmadison.com</a>
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For questions regarding Affirmative Action Plans please contact:	Contract Compliance Department of Civil Rights City-County Bldg., Room 523 210 Martin Luther King, Jr. Blvd. Madison, WI 53703 PH: (608) 266-4910 <a href="mailto:dcrc@cityofmadison.com">dcrc@cityofmadison.com</a>
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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

If additional clarification or revision to the RFP is necessary, 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. <a href="http://vendornet.state.wi.us/vendornet">http://vendornet.state.wi.us/vendornet</a>
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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.
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Bid Opportunities:	<a href="http://www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm">www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm</a>
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Home Page:	<a href="http://www.demandstar.com">www.demandstar.com</a>
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To Register:	<a href="http://www.onvia.com/WAPP">www.onvia.com/WAPP</a>
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#### 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

Proposers may choose to extend prices offered on Proposals 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 RFP as a basis; they are made solely between the Proposers 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.

#### 1.24 Living Wage

The Living Wage Ordinance (MGO 4.20) as required in sec. 22 of the Standard Terms and Conditions and sec. 29 of the sample Contract for Purchase of Services, states:

**LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

The 2016 City of Madison living wage is \$12.83. Additional information is available on our website:  
<http://www.cityofmadison.com/finance/wage/>

#### 1.25 Living Wage Alternative/Proportional Calculation

The following additional information is being provided to allow bidders the opportunity to review their ability to comply with the living wage requirement, with the proportional calculation provision as a method to be applied in the administration of wages under the resulting contract and to calculate bid prices. The provision of proportional calculation will be applicable only to the resulting contract from this specific solicitation for uniform rental and laundry services.

In the event a service contractor cannot reasonably segregate the City work from the non-City work or identify those persons whose time in full or in part is spent performing services under a contract for the City of Madison, and to whom the Living Wage shall be applied, a "proportional calculation" may be utilized as an alternative.

Examples of the kinds of services where a proportional calculation may be considered generally involve line work, such as laundering services and car washes. In these and similar instances, it may be difficult or impossible to separate a City uniform or automobile from the line.

As applied, a proportional calculation would provide an incremental wage increase to the entirety of the contractor's workforce that may perform services on a City service contract, whether in large measure or small.

The specific proportional calculation will depend on the particulars of the service and other variables such as wage rates, number of employees, relative amount of time spent performing services on the City contract, and so on.

One example is as follows:

Example:	ABC Services, Inc.
44	# of employees on the line
3.5	Est. # of weekly hours dedicated to City contract
1,760	Total # of worker hours (weekly--assume 44 employees @ 40 hours each)
0.20%	Proportionate City share of ABC's business (3.5 hours/1,760 hours)
	2016 Living Wage Rate: \$12.83
	Avg. Wage Rate of ABC Services Employee: \$8.25
12.83 <u>(8.25)</u> 4.58	
0.20%	Proportionate City share of ABC business
<u>4.58</u>	Wage differential

0.00916	Wage increase for all employees, per hour
\$0.01	Rounded, general wage increase per hour
Therefore, in this example, the employer would be required to increase the hourly wages of all its line employees by \$.01 per hour.	

## 2 **DESCRIPTION OF SERVICES/COMMODITIES**

### 2.1 **General Description of Services**

In accordance with all terms, conditions and procedures identified in this contract, the contractor shall provide uniform rental services, issue contractor-owned garments with embroidery, patches or other identification as requested by the City, label these accordingly with the date they were put into service at the City, provide regularly scheduled pick-up of soiled garments, and delivery of garments which have been freshly laundered, processed, repaired or replaced if needed, bundled and finished in accordance with generally-accepted industry standards of the textile rental industry to respective City locations for immediate shelf and in-service use. Additional required services may include pick-up, delivery, laundering, and repair of customer-owned garments. The contractor will also provide lockers for on-site use and separate bins or containers for garments that are soiled or need repair.

#### **DEFINITIONS:**

A-stock: refers the quality and age of a garment. For purposes of this Contract, garments from A-stock may have already been issued by the contractor but are not distinguishable from a new garment, typically brand new with little to no visible wear, and with any emblem or patch marks covered by a new emblem or patch.

Change: one full set of garments issued to the wearer under this contract, which is turned in to be laundered and returned to the wearer. Each wearer is issued a pre-determined number of changes, generally for a two-week period plus one extra.

COG: "Customer owned garments"

CRF: "Communication Report Form" described in paragraph 2.8 and Appendix C, OR any similar form that may be devised by a department and used by the City to communicate various requests to the Contractor, and used by the contractor to acknowledge receipt and suggest resolution.

CSC: Contractor's "Customer Service Coordinator." See paragraph 2.16.

Department: an agency, department or division of the City of Madison receiving services under this contract. A department may have more than one location.

Direct embroidery: a garment with words or symbols or graphics embroidered directly onto the garment cloth, rather than onto a patch or emblem

Embroidery on patch: the process of embroidering words, symbols or graphics onto a patch or emblem which is then affixed to a garment

Garment, item, product: each refers to individual pieces or articles of clothing issued under this contract, and may be used interchangeably.

Location: the site at which a City department receives pick-up and delivery services. A department may have more than one location.

Patch / emblem: generally a small, flat appliqué that may include the wearer's name, the shop, department or division of the wearer or other words or symbols, which is affixed to a garment and may be removed and reattached. Patch and emblem are used interchangeably.

RSR: Contractor's "Route Service Representative." Duties include arranging the initial set-up, pickup and delivery of garments, review, delivery and explanation of invoices, responsible for accuracy of invoices, assuring appropriate inventory levels at each location, monitoring losses, and coordination with department contacts. See paragraph 2.16.

Uniform: may include one or more garments issued to a wearer under this Contract.

## 2.2 Contract Term and Extension

- 2.2.1 The initial contract term will be for two years, with options to renew for three (3) additional one-year terms. These are not automatic extensions. Contracts will be reviewed by the City before a decision is made. Upon mutual agreement of the parties involved, the contract may be extended under the same terms and conditions on the anniversary date for up to three one-year periods.
- 2.2.2 The term of this contract shall start on or about June 1, 2016 and be in effect for the following two year period.
- 2.2.3 Negotiation of terms and conditions should be completed sixty (60) days prior to each contract period.
- 2.2.4 Vendor performance may be taken into consideration in the decision to either continue this contract into each of the three (3) optional renewal years or to terminate and re-bid the contract.

## 2.3 Estimated Quantities

Quantities shown herein are estimated total requirements and are no guarantee of purchase. The City of Madison does not guarantee any minimum or maximum to be ordered during the contract period specified.

## 2.4 Site Inspection

The City reserves the right to inspect the vendor's site during the evaluation phase of the bid process and /or prior to making an award to determine compliance with specifications and ability of Contractor to perform according to the requirements of the contract.

At any time while the contract is in effect, and 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 work, 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 work strictly in accordance with the instructions, contract requirements and specifications.

## 2.5 Primary Departments and Locations

The following city departments and locations may be included in the initial contract. The number of employees shown for each department is only estimated. Actual employee participation will be established during initial setup and may change from time to time. The City does not guarantee a specific volume of services under this contract. The City reserves the right to add or delete employees, locations, departments or other services to this contract as described in par. 2.13.

DEPARTMENT	APPROX. # OF EMPLOYEES		ADDRESS (All Madison zip codes)	DEPARTMENT CONTACT PERSON	Email Address
	FULL TIME	PART-TIME			
ENGINEERING	53		1602 Emil St	Brandie Ziegler	bziegler@cityofmadison.com
FLEET SERVICES	28	3	200 N. First St	Ron Janowski	rjanowski@cityofmadison.com
EAST GARAGE			4602 Sycamore		
BADGER GARAGE			1501 W Badger		
FIRE GARAGE			1234 E. Washington Ave.		
MONONA TERRACE	28	24	1 John Nolen Dr	Bryan Cator	bcator@cityofmadison.com
STREETS	24		121 E. Olin Ave.	Glenn Dwyer	gdwyer@cityofmadison.com
			4602 Sycamore		
			1501 W. Badger		
PARKS	18		Goodman Maintenance Facility East Parks at Sycamore	Rick Trapanese	rtrapanese@cityofmadison.com
MADISON METRO	85	1	1101 E Washington	Jeff Butler	jbutler@cityofmadison.com
PARKING UTILITY (TRANSPORTATION)	27	43	1120 Sayles Street	Steve Sweet	ssweet@cityofmadison.com
WATER UTILITY	3		110 S Paterson St	Dan Rodefeld	drodefeld@cityofmadison.com

## 2.6 Cost and Invoicing

**2.6.1 Costs and Allowable Charges.** The cost for all services provided under this Contract shall be included in the prices proposed in the Cost Proposal Schedule. The Contractor shall invoice the City only for those services and only at the prices described in the Cost Proposal Schedule. Pricing shall be on a per-garment, per-change basis for each employee. The weekly price for each employee shall not vary regardless of how many changes are actually used, unless the City expressly notifies the Contractor to modify the number of changes per week for that employee using a Communications Report Form (CRF) or another method mutually agreed by the department and the Contractor and approved by the Purchasing Supervisor.

### 2.6.2 Invoicing.

2.6.2.1 Contractor shall send weekly invoices to each department.

2.6.2.2 The invoice shall be on a standard form mutually agreed by the parties. At a minimum, each invoice shall include:

- (1) a breakdown of regular weekly charges by employee, including each employees' standard number of weekly changes and the price per change per garment or a weekly total that is based upon the price-per-change.
- (2) a separate itemization of any additional charges, describing the employee, service that was performed, and the price. Any additional charges that appear on the invoice must have been previously approved by the department contact. The RSR shall point out the additional charges to the departmental contact when delivering the invoice and the contact person shall initial approval on the invoice.

2.6.3 **Payment.** The City shall pay all invoices submitted in compliance with this Contract within thirty (30) days of receipt, unless disputed.

2.6.3.1 If a dispute occurs, City has the right to withhold payment until a resolution has been agreed upon.

## 2.7 Description of Services

2.7.1 Issuance of Garments / Uniform Stock.

2.7.1.1 Initial start-up:

(1) Measuring and Issuing Garments:

Upon commencement of services under this Contract, or for any new employee or department added to the Contract, the contractor shall measure each employee, or at the option of the department, some or all employees may provide their own measurements to the Contractor, following instructions from the contractor. The contractor shall issue a two-week supply of the garments requested for each employee, and the appropriate number of changes based on the employee's work schedule for a two-week period, including one extra. The number of changes per employee can be adjusted using a CRF form.

(2) Uniform Stock: Upon commencement of services under this contract, all employees shall be issued **brand new** garments. New garments shall also be provided to any new employee hires that are added during the contract term. New employees shall be issued uniforms within five business days of measurements being sent to the contractor.

(3) Sample Uniforms: Each agency shall have a full size run of samples for new employees to try on at their first day of work.

2.7.1.2 Replacement garments after start-up: All Replacement garments provided due to normal wear and tear, damage, loss, or any other reason that replacements are allowed under this contract, shall be from the Contractor's "A" stock, or better. "A" stock means a garment that has already been issued but is not distinguishable from a new garment, typically brand new with little to no visible wear, and with any emblem or patch marks covered by a new emblem or patch.

2.7.1.3 Labeling/Tagging of Garments. Every garment issued to a City employee shall be labeled with the date that the garment was put into service for City use. Garments shall also be tagged in accordance with contractor's procedures for identification of uniforms belonging to a specific employee. The garment identification shall be by interior label that is not visible on the outside of a garment when worn.

2.7.2 Laundering, Pick-up and Delivery Procedure.

2.7.2.1 All soiled garments shall be picked up weekly and laundered garments returned weekly to the assigned employee locker or other designated location. Employees will place soiled garments and hangers in receptacles provided by the contractor. Contractor shall pick up soiled garments and hangers weekly from each site identified by the City, launder and repair as needed, and return the same garments to the same site the following week. The contractor shall adhere to the highest standards of cleanliness and sanitary practices.

2.7.2.2 OPTIONAL - Garment Count. At the option of the individual departments, Contractor's RSR will perform a count of all garments turned in for laundering or repair. The

employee name and the number of garment(s) turned in by that employee shall be recorded at pick up and at delivery. The RSR shall verify the count with the designated City department contact before leaving the delivery/pick-up location. If a department opts to use this process, they shall notify the contractor in writing. The Contractor shall provide a suitable "in and out form" with copies for the RSR and department contact and the City shall approve the form. The department contact shall confirm the count by initialing the form as appropriate upon pick-up and delivery, the RSR will keep a copy and give a copy to the departmental contact.

- 2.7.2.3 **MANDATORY - Approval of extra charges or services:** The City shall indicate approval for any replacements of damaged or lost garments or any other additional charges authorized under this Contract by initialing a CRF form with the RSR at pick-up, or when the lost or damaged garment is identified. Such charges shall not be invoiced to the City and the City will not pay unless it gave prior written approval under this paragraph.
- 2.7.3 **Lockers, Laundry Bins and Repair Bins.** Contractor shall supply, at no extra charge and as required by each department, sufficient individual or group lockers for storage of clean garments, keys for the lockers, receptacle bins for soiled garments, and separate repair bins at each city location. These items shall remain the property of the Contractor and promptly returned upon termination, expiration or cancellation of the Contract, or reduction or deletion of a specific department, unless the parties mutually agree that the City may purchase or keep such items.
- 2.7.4 **Customer Owned Garments.** Contractor agrees to provide, at the City's option, pick-up, laundering, repair, delivery, and all other services available under this Contract for any city-owned uniform garments that are not rented from the Contractor. Such services shall be provided at the reduced rate for Customer-Owned Garments ("COG") described in Price Proposal Schedule. The City shall identify all such garments upon initial start-up or when the City acquires such garments, using a mutually-agreed method of identification. Contractor shall then affix the contractor's identification tags to the Customer-owned garments and provide identical services for such garments as to those owned by Contractor and rented to the City unless another procedure is expressly described herein.

## 2.8 Replacements and Handling of Damaged and Rejected Garments

- 2.8.1 **Normal wear and tear.** Uniform garments (standard and nonstandard or special merchandise items) that have become worn, due to normal wear and tear, will be replaced promptly by the contractor at no cost to the City, using A-Stock or better, under paragraph 2.7.1 herein.

"Normal wear and tear" is defined as 20 months in service, or as may be determined on an individual department basis. All items shall be automatically rotated out of service and replaced by the contractor after 20 months in service unless the City expressly agrees to keep a garment that has not worn out in service longer.

If the City determines that an item has worn out before 20 months in service, it shall notify the Contractor using a CRF. The Contractor shall promptly replace the item under the replacement procedures in par. 2.7.1.

- 2.8.2 **Lost Garments.** The City shall only be responsible for the cost of lost garments that the City identifies as having been lost while in use by or storage at the City. There are three types of losses:

- 2.8.2.1 **"Plant loss,"** takes place while under control of the contractor and the contractor shall promptly replace the lost item with A-stock at no charge to the City.

- 2.8.2.2 Loss by City. The city may inform the RSR at pick-up that a garment has been lost, and request a replacement, and shall authorize the replacement by initialing a CRF form. The City shall pay the depreciated rate for the lost garment under par. 2.10 and receive a replacement from A-stock.
- 2.8.2.3 Pattern of loss by employee, identified by Contractor. If contractor notices that a particular employee has lost a significant number of garments, the contractor shall bring this to the attention of the department designee and the problem shall be addressed on a case-by-case basis.
- 2.8.3 Damaged or Destroyed Garments. Damaged or destroyed garments shall be replaced at the depreciated cost schedule in par. 2.10. The City will pay to replace damaged garments only under the following circumstances:
- 2.8.3.1 Damage by City: The departmental designee shall report the damage that occurred while in use or storage at the City and attributed to employee neglect to the RSR at pick-up, and may authorize replacement by initialing a CRF form. The Contractor shall replace the garment with A-stock or better. The damaged/destroyed garment shall become the property of the City, but the City will not receive any further services for that garment under this Contract. Any garment identified as damaged/destroyed and purchased by the City will be destroyed by the contractor if turned back in to the contractor, it will not return to the City.
- 2.8.3.2 Damage flagged at the plant: If a garment is flagged by the Contractor as damaged, the contractor may repair the garment or replace it at no cost but the city will not pay for replacement without giving prior written approval as follows: The RSR must bring the damaged item back to the location, show it to the department contact, who may authorize replacement by initialing a CRF form. Such authorization shall not be unreasonably withheld.
- 2.8.3.3 Damage or Loss of Customer-owned garment (COG): COG's damaged or lost by the Contractor shall be replaced with a comparable garment of equal quality from new stock (as defined in paragraph 2.7.1.2). The departmental designee determines whether the garment is comparable and of equal quality.
- 2.8.4 Rejected garments. The City reserves the right to reject any defective or substandard new or replacement garment if the City determines that it is defective, of substandard quality, not what was ordered, or otherwise noncompliant with the terms of this Contract, but not for normal wear and tear. Any garment rejected for use by the City shall be replaced promptly by the contractor at the same level of stock at no additional cost. The City has the right to refuse to pay invoices with rejected garments still being charged to the city.

## 2.9 Repair Procedures

The Contractor shall maintain all garments provided under this contract in a condition satisfactory to the City. The City shall not perform its own repairs on any garments owned by the contractor.

- 2.9.1 Repair of Rental Garments. The contractor shall repair garments that are damaged as the result of normal wear and tear at no additional charge to the City. The City Agency will mark all damaged garments with a tag. If the Contractor discovers a damaged garment, they must contact the respective City Agency **immediately**. If the contractor fails to notify the City Agency, the City has the right to refuse payment on any repairs made.

Repairs shall be considered acceptable alternative to replacement if:

- 2.9.1.1 the garment has been in use for less than 20 months, and

2.9.1.2 repair will render the garment useful and retain an aesthetic appearance acceptable to the City as indicated by the designated departmental staff, and

2.9.1.3 not deemed by the City as “worn” to the point of replacement under par. 2.8.1.

2.9.2 **Repair of COG’s.** The City may opt to have the contractor perform repairs on customer-owned garments, or may opt to take the garment out of service and obtain a replacement rental garment from A-stock or better.

## 2.10 Depreciation Rate for Lost, Replaced Garments and Buy-Backs

2.10.1 **Depreciation Schedule:** The following depreciated schedule shall apply to garments that must be replaced due to damage or loss that is attributable to the City under paragraphs 2.8.2.2 or 2.8.3.1, and to those items the City has agreed to buy back under paragraph 2.13.2.5:

<u>Length of time after item is placed into service*</u>	<u>Depreciated Price:</u>
0 - 6 months:	Full replacement cost listed on Cost Proposal Page
7 - 15 months:	Full replacement cost Less 20%
16 - 19 months:	Full replacement cost Less 50%
20 + months:	No charge

2.10.2 **\*Lost garments:** If the exact age of a lost garment cannot be tracked. Instead, the average age (in months) of remaining garments for that employee will be used to determine the age of the lost garment for purposes of this depreciation schedule.

## 2.11 Communication Report Form (“CRF”).

A Communication Report Form (CRF), in the same or similar format as Appendix C attached hereto, or in a different format as may be created by each individual department, shall be used by the City to report any changes, (i.e., person additions/deletions, size changes, location changes, etc.), discrepancies and concerns to the Contractor. The communication report form may also be used to track and document the contractor’s actions, resolutions and comments in response to the subject matter of the City’s communication report. If a problem (other than a routine request such as replacement authorization) is reported on such a form, the contractor shall acknowledge receipt of the form in writing within 24 hours of receipt, or within 2 hours if the problem is identified as an emergency by the sender. The Contractor must indicate, on the space provided in the CRF, a response or plan of action to address the City request or concern.

Contractor may also use the CRF to notify the City of any change or additional charge(s) that will require City’s prior approval before any action is taken.

## 2.12 Additions, Deletions and Changes

2.12.1 The City may add, delete, reduce or change garment inventory by employee, location or department at its discretion or as may be necessary due to staff hire or turnover, job terminations, changes in employee job descriptions or for any other reason at the discretion of the City.

2.12.1.1 **Procedure:** The City will use a CRF form or any agreed upon form of communications to notify contractor of any additions, deletions or changes in employee inventory, locations or departments.

2.12.1.2 **Additions.** All charges as a result of any addition to the contract shall be in accordance with the contract pricing structure. If new garments not specifically listed in the contract are added, they shall be at a price conforming to other like items on the contract.

2.12.1.3 **Additions of New Types of Garments:** The City may request the Contractor to supply additional garments not listed in Price Proposal Schedule. If so, the contractor may provide samples and make an offer for pricing. If, in the opinion of the City Purchasing Supervisor the price reasonably conforms to other like items in Price Proposal Schedule, the Purchasing Supervisor may authorize the addition of the new garments by executing an **Addendum to Price Proposal Schedule**, describing the garment(s) and prices, which shall be signed by the Purchasing Agent and an authorized agent of the Contractor.

2.12.2 **Deletions and Reduction in Service.** The City may reduce the number of employees or garments due to staff turnover, job terminations, changes in job description, change in city or department policies or for any reason relevant to the ordinary course of city business. All deletions and reductions in inventory shall take effect on the date specified by the City on the CRF. The City will return all deleted garments as soon as possible but not more than four (4) weeks from the effective date of the CRF form. No charges shall accrue from the date specified in the CRF except any buy-back or lost garment charges specifically agreed to between the parties under the procedures elsewhere in this contract.

2.12.3 **Location Changes.** Contractor must accommodate changes in the location of specific employees or employee status as needed by specific departments. Such changes shall be described on a CRF form and shall be provided without extra cost unless a department has agreed to an alternate procedure in writing with the contractor and the Purchasing Supervisor has approved it.

2.12.4 **Credit for Extended Absence.** The Contractor's prices in Price Proposal Schedule assume two weeks of vacation for each employee. If an employee is absent from work for more than two (2) consecutive weeks, the departmental designee shall notify the contractor in advance or as soon as the City becomes aware that the employee's absence will exceed two weeks. Contractor shall give the City a credit, or not invoice for that employee, for up to three (3) weeks of consecutive absence. If the absence is longer than three weeks, the contractor may delete that employee from the contract until further notice or for the period of time the City requests. All notifications from the City under this paragraph shall be with a CRF form.

## 2.13 Special Termination Procedures, Cancellation and Expiration

2.13.1 **Terminations** shall be controlled by Section 25 in the Contract for Purchase of Services. Additional procedures for terminations shall be as follows:

2.13.1.1 If there are five (5) or more violations of the contract at any one department for the reasons described in (1). through (3) below, the City may elect to automatically terminate the contract upon ten (10) days written notice to the Contractor, with no right to cure or remedy the final default. Contractors and City's rights and obligations for the first and subsequent violations prior to invoking this paragraph shall be the same as for any other default under the terms of this contract.

- (1) Unapproved, incorrect or unauthorized charges appearing on an invoice (violations of paragraphs 2.6.1 or 2.6.2.)
- (2) Unsatisfactory resolution within 10 days of problems reported to the Contractor on a CRF or other approved form of communication. The City shall determine whether the resolution is satisfactory. See paragraph 2.11.
- (3) Failure of contractor personnel to communicate changes, overcharges, etc. and obtain appropriate approval prior to performing the work or charging on an invoice (violations of par. 2.6.2.2 (2) or par. 2.9)

## 2.13.2 Procedure upon termination, cancellation or expiration of the Contract:

2.13.2.1 The City will return all garments and contractor-owned equipment upon termination, cancellation or expiration of the contract.

2.13.2.2 Inventory: The City and contractor shall conduct a joint physical inventory of all rental and contractor-owned items. At that time, the City will notify the contractor of the last day/week of service and the contractor shall accommodate the City's schedule and requirements in the transition process. This inventory shall also be used to make final reconciliation of lost or damaged rental items. Final payments to the contractor shall be withheld until all transactions or arrangements for inventory reconciliation and item removals have been completed to the satisfaction of the City

2.13.2.3 Rental items and rental equipment, not removed from the City locations after ten (10) days of termination or cancellation date as specified by the City, may be removed and placed in storage by the City. All costs of removal and storage shall be the contractor's responsibility. If after thirty (30) days from the date of written notice for removal, the rental items and rental equipment remain in storage with the City, the City may dispose of the items at its sole discretion.

### 2.13.2.4 Charges due to contractor:

- (1) Termination for cause by either party: If either party terminates the contract under Section 25. A. of the Contract for Purchase of Services, or if the City terminates under Section 25. B., the City will return all garments and contractor-owned equipment as soon as possible, and shall pay for satisfactory services completed and damaged or lost items identified under paragraphs 2.8.2.2 and 2.8.3.1., at the rates described in the Price Proposal Schedule and adjusted for depreciation under par. 2.10. The City shall not pay any buy-back costs nor incur any other charges if either party terminates early for cause.
- (2) Termination for any other reason, or cancellation or expiration of the contract: The City will return all garments except COGs. The City will pay for lost or damaged garments that are identified after conducting the inventory described above, at the appropriate depreciated rate under par. 2.10.

2.13.2.5 **BUY-BACKS**. The City will pay the contractor the "buy back" cost for all direct-embroidered garments at the appropriate depreciated rate calculated under par. 2.10. The total shall be calculated during the inventory. No other buy-back charges shall be imposed or paid.

Notwithstanding the above buy-back and lost or damaged garment payments, the City reserves the right to withhold any payments to the Contractor for the purpose to off-set costs if no resolution can be agreed on.

## 2.14 Liquidated Damages

It is hereby understood and mutually agreed by and between the parties hereto, that the accuracy of charges billed to the City is an essential condition of this contract. If the Contractor shall violate any of the clauses or paragraphs described in par 2.13.1.1(1) on five (5) or more occasions at the same department, after the fifth such occasion, at the City's option, the Contractor shall pay an amount equal to twenty-five (25) times the dollar amount of the unapproved, incorrect or unauthorized charge, as liquidated damages for said breach. The City will deduct this amount as well as any adjustments needed to correct the charge from the following week's invoice paid to the

Contractor. The imposition of liquidated damages under this paragraph shall not be construed as a waiver of the City's right to any other remedies available by law, including but not limited to termination of the contract as described in par. 2.13. However, if the City imposes a liquidated damage fee for a violation under par. 2.13.1.1(1), the City shall not exercise the right to automatic termination for that same violation.

## 2.15 Contract Administration

2.15.1 **For the City:** City of Madison Purchasing Supervisor: shall administer the contract on behalf of the City. The "Department Contact:" is the individual listed in par. 2.5 of this RFP, or as updated from time to time, and will manage and monitor all services performed under the contract to ensure product quality and service requirements for their department. The department contact will have primary on-location contacts with the contractor's RSR.

2.15.2 **For the Contractor:** Route Service Representative (RSR): employee with primary on-site contact at the City locations. The City Department contact person shall communicate orders and requests for service on specific garments to the RSR using the procedures described in this document.

Customer Service Coordinator (CSC): City concerns, requests, invoice problems and other issues that are not required to be made to the RSR under this Contract shall be made to the customer service coordinator designated by Contractor. See par. 2.11 for response-time requirements when a CFR or similar form is used. The Contract Administrator for the Contractor shall be the person designated in Section 7 of the Contract for Purchase of Services.

2.15.3 **Lines of Communication.** See par 2.11 for specific complaint and communication procedures and required forms. Contractor's staff shall work directly with the department contacts in all matters pertaining to services performed under this contract. Contractor personnel shall meet with the department contact(s) as requested to resolve problems. Any problems that cannot be resolved between the departmental contact and the contractor (either RSR or CSC) will be referred to the City Purchasing Supervisor. Either the City or the contractor may request meetings to address unresolved issues. Communications that must be made by Official Notice under Section 15 of the Contract for Purchase of Services shall be sent to the person listed in that section, using the procedures of that Section. Nothing in this paragraph shall affect the City's rights under par. 2.13 or Section 25 of the Contract for Purchase of Services.

### 3 **SWEATFREE COMPLIANCE**

#### 3.1 **Authority**

- 3.1.1. The basis for these Sweatfree compliance procedures is established by the City of Madison's legal authority to preserve the integrity of its procurement process for apparel by applying supply chain labor standards that safeguard competition for lawful and responsible bidders who compete fairly by ensuring that their goods are made under conditions that comply with domestic and international labor and safety laws.
- 3.1.2. Recognizing that complex supply chain relationships and the prevalence of labor violations are inherent in the apparel industry, it is the City's intent to implement a pragmatic and incremental approach to achieve the goals of this Sweatfree procurement. The processes and requirements established herein are designed to promote fair and competitive compliance methods as well as encourage and enable apparel vendors, manufacturers, factories and other industry participants to move toward Sweatfree production facilities. The City also understands that these apparel industry participants, including those who are responsible for the sourcing and purchasing of these products, all bear responsibility and play a role in improving industry conditions and standards; therefore, it is the City's intent to encourage a concerted cooperative effort to achieve Sweatfree compliance.
- 3.1.3. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 of the Madison General Ordinances (MGO) and shall require all subcontractors and third-party suppliers to do the same. For purposes of MGO 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 MGO 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 MGO sec. 4.25.

#### 3.2 **Process for Sweatfree Procurement**

- 3.2.1. Proposers must provide apparel products in accordance with [Madison General Ordinances](#) Section 4.25 Procurement of Items of Apparel Policy, Code of Conduct for apparel, and other related Administrative Rules stated herein. For complete information on MGO 4.25, please go to the City of Madison website <http://www.cityofmadison.com/> and under "Most Requested Services," select Madison General Ordinances, then select Section 4.25.
- 3.2.2. The City of Madison's Sweatfree Procurement Policy and Code of Conduct apply to the contractor and all subcontractors and suppliers down to the cut and sew (point-of-assembly) level of the manufacturing process for the products provided under the resulting contract/price agreement.
- 3.2.3. Proposers must acknowledge receipt of the MGO 4.25 Procurement of Items of Apparel Policy and Code of Conduct in RFP Form B, Receipt of Forms and Submittal Checklist.
- 3.2.4. The City will work with the Sweatfree Purchasing Consortium (SPC) to accomplish various reviews and evaluations of bidder and contractor compliances during the RFP process as well as during the contract performance period. The SPC may subsequently incorporate the submitted and reviewed factory location information of the winning proposer into its online factory database: Sweatfree LinkUp! (<http://buysweatfree.org/linkup>).

### 3.3 Applicability

Proposers must comply with the Sweatfree requirements as described in this section for each manufacturer/brand of apparel or type (e.g. t-shirt) of apparel where total aggregate value of one item or several items will add up to \$5,000 or more under the contract.

### 3.4 Summary of the Sweatfree Compliance Process

#### 3.4.1. Sweatfree Compliance Requirements for the RFP Process – Pre-Award

The following is a summary of the required Sweatfree compliances for the RFP process. Refer to sec. 3.5 for more detail and explanation on these processes.

- 1) Submission of Bidder Disclosures factory and wage information for evaluation of compliance with minimum qualification threshold, Form F. Please note that a new form must be filled out for **EACH FACILITY OR FACTORY**.
- 2) Submission of Intent and Capacity to submit Compliance Plans, Form G.

#### 3.4.2. Sweatfree Compliance Requirements for the Contract Performance Period – Post-Award

The following is a summary of the required Sweatfree compliances following the award and for the contract performance period:

- 1) Submission of Compliance Plan(s) by each supplier/brand/manufacture/factory with sales of \$25,000 or more under the contract.
- 2) Ongoing Evaluation of Contract Compliance and Performance
  - a. Review contract items with the goal of increasing the percent of contract apparel items that are manufactured by manufacturers in compliance.
  - b. Increase compliance threshold by 10% for each contract year until 100% compliance is met.
  - c. Demonstrate continued compliance through detailed usage reports, documentation of continued compliance with MGO 4.25 Sweatfree procurement policy, and cooperation with any monitoring investigations or educational efforts.

### 3.5 Compliance Requirements for the RFP Process

#### 3.5.1. Schedule for Submittal and Evaluation of Sweatfree Requirements

This request for proposal process will be conducted in two phases. Proposers must refer to the Calendar of Events in the RFP Summary page for other specific deadlines and estimated dates of action items related to this procurement.

Phase	Responsibility	Requirement	DUE DATE
Phase 1:	Proposer	1. Submit Form F: Bidder Disclosure Statement 2. Submit Form G: Proposer Assurance of Intent and Capacity to Submit a Sweatfree Compliance Plan	Friday, March 4, 2016
	City	1. Notification to Proposers of compliance with minimum qualification threshold	Friday, March 18, 2016
Phase 2:	Proposer	1. Submission of RFP	Friday, March 25, 2016
	City	1. Vendor selected and notified	May 2016
Phase 3:	Proposer	1. Selected vendor submit Form H: Sweatfree Compliance Plan	June 2016

#### 3.5.2. Phase 1: Submission of Bidder Disclosures and Intent to Submit Compliance Plan

##### 1) Submit Bidder Disclosures and Wage Information

- a. Proposers must submit Bidder Disclosure Statements to the City of Madison for each brand/manufacture/subcontractor or each type (e.g., t-shirt) of apparel for which purchases will total \$5,000 or more per year under the contract. The City will consider any disclosures submitted to the Sweatfree Purchasing Consortium as equivalent but conditional, and may be subject to additional disclosures as required by City of Madison requirements.
- b. Proposers must meet the 60% minimum qualification threshold based on the submitted factory and wage information in order to be considered for full evaluation. Proposers can calculate their own compliance score based on the formula as illustrated in the Compliance Scoring Worksheet, Appendix D. The final determination of score will be determined by the City of Madison.
- c. There is a sample of the Compliance Scoring Worksheet in Appendix E.
- d. The City will work with the Sweatfree Purchasing Consortium (SPC) to review and verify the factory location and wage information for accuracy and completeness.
- e. Only those who meet the minimum threshold will be qualified to move on to Phase 2, submittal of technical and cost proposals.

##### 2) Submit Proposer Assurance of Intent and Capacity to Submit Compliance Plan

- a. Proposers shall submit their intent and capacity to submit compliance plans for each manufacturer/brand of apparel or type (e.g. t-shirt) of apparel where aggregate value of one item total or several items will add up to \$25,000 or more under the contract.

#### 3.5.3. Phase 2: Submit Technical and Pricing Proposal

Proposers who meet the minimum qualification threshold for bidder disclosure submissions will be notified by Friday, March 18, 2016 and may submit response to the technical and pricing sections of the RFP by Friday, March 25, 2016.

The City will evaluate all proposals and select a vendor. The selected vendor will be notified by the City.

**3.5.4. Phase 3: Submit Sweatfree Compliance Plan**

The selected vendor will need to submit Form H – Sweatfree Compliance Plan for all required manufacturers, within one year of signing the contract.

**3.6 Compliance Requirements for Contract Performance**

**3.6.1. The awarded vendor must submit a Sweatfree Compliance Plan, Form H, within one year of execution of contract. The Compliance Plan must include the following elements:**

- 1) Applicability. A manufacturer compliance plan must be submitted if total aggregate value of contract value items for each brand/manufacturer will add up to \$25,000.
- 2) Declaration of the present state of compliance of each factory location. This declaration must include a list of specific non-compliances in specific factory locations as applicable and explain the basis of the declaration.
- 3) Steps for expeditious remediation of declared non-compliances.
- 4) A plan to prevent non-compliances in all declared factory locations. Refer to Form H, Sweatfree Compliance Plan, for terms and procedures. In lieu of the Compliance Plan, the awarded vendor may submit proof that they or their suppliers participate in the Responsible Manufacturer Program.

The City will evaluate the integrity of the compliance plan and may consult the SPC or outside experts to determine whether or not the compliance plan is adequate and may request an improved compliance plan as necessary. If the apparent awardee is unable to submit an adequate compliance plan for a particular item, it shall offer a substantially similar product at the same price or same price point from an alternative, compliant supplier. If the apparent awardee cannot find a compliant supplier, the City may move on to the next highest scoring or ranking proposer or approve an exemption, as applicable.

**3.6.2. Ongoing Evaluation of Contract Compliance and Performance.**

- 1) The successful vendor(s) shall be evaluated for compliance with sweatfree requirements as well as contract performance throughout the duration of the contract. The successful vendor shall cooperate with the City, its independent monitor and/or the Sweatfree Purchasing Consortium to accomplish the sweatfree goals and activities described below.
- 2) During the course of the contract, the City will work with the contractor to increase the compliance threshold established at the initial RFP qualification phase by 10% for each contract year, e.g., 2016 – 60%, 2017 – 70%, 2018 – 80%, etc.
- 3) During the course of the contract, the City will work with the contractor to increase the percent use of products by manufacturers or suppliers.
- 4) As applicable, SPC will submit (bi-annual or annual) reports to the City describing manufacturers' compliance activities and whether or not manufacturers are meeting the applicable requirements under the Responsible Manufacturer Program.
- 5) The City reserves the right to annually review the dollar value of products actually purchased under the contract to determine if manufacturers should move up to a higher

level of the Responsible Manufacturer Program or if the compliance plan should include additional requirements.

- 6) The City will determine whether or not to continue the contract, using the same manufacturers, based, in part, on the SPC's compliance reports. If a manufacturer is non-compliant under the Responsible Manufacturer Program, or fails to implement a compliance plan submitted, the City will require the contractor to provide a compliance plan that may include providing documentation, within a specified time period, showing that the manufacturer has become compliant, or offering products from another compliant manufacturer.
- 7) In order to demonstrate continued compliance with the City of Madison's Sweatfree Procurement Policy and Code of Conduct, upon request by the City, the Contractor shall:
  - a. Submit detailed usage reports that at a minimum include the amount of contract spend per product, listed as brand and product code.
  - b. Provide Sweatfree Procurement Policy and Code of Conduct compliance documentation for any covered product.
  - c. Cooperate with any monitoring, investigation, or educational effort by the City of Madison or its designee, and make a best-faith effort to ensure that subcontractors cooperate with any monitoring, investigation, or educational program. Cooperation includes unrestricted access to all factories and workers; and access to all records concerning those factories and workers.
  - d. Provide information included in the Sweatfree Compliance Questionnaire, as necessary to facilitate monitoring, investigation or determination of sweatfree compliances, as required by the agreement.

The City reserves the right to investigate all evidence reasonably necessary to determine whether the successful proposer is in full compliance with the City's policy for apparel purchases, including on-site audits by City-approved independent third-party monitors of manufacturing facilities producing contract items.

### 3.7 Evaluation of Sweatfree Compliance

The City will evaluate the Contractor's ability to comply with the Sweatfree requirements stated in this RFP as well as the Contractor's knowledge and awareness of applicable labor standards and compliance levels in factories that produce goods under the proposed contract. The Contractor shall follow the procedures and submit the necessary forms and responses with regard to Sweatfree compliance:

- 1) Submit Form F, Bidder Disclosure Statements to meet minimum qualification compliance.
- 2) Submit Form G, Proposer Assurance of Intent and Capacity to Submit a Sweatfree Compliance Plan
- 3) Submit Form H, Sweatfree Compliance Plan (only applicable to the awarded vendor/manufacturers)
- 4) Participation in the Responsible Manufacturer Program

## 4 **PROPOSAL SUBMISSION REQUIREMENTS**

### 4.1 **General**

The response to the RFP shall be complete but succinct and comprehensive and shall include suggested approaches related to the Contractor's ability to fulfill the requirements and achieve the City's objectives and scope of services. Elaborate proposals, such as those including expensive artwork, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

### 4.2 **Proposal Organization and Format**

#### 4.2.1 Proposers shall submit the following:

##### Technical Proposal: (TABS 1-4)

- One (1) signed original and nine (9) complete copies. This section shall be distinct and complete in and of itself to allow evaluation independently from the cost proposal.

##### Cost Proposal: (TAB 5)

- One (1) signed original. The cost proposal shall be clearly marked in a sealed envelope, complete, separate and distinct in and of itself to allow evaluation independently of the technical proposal.

##### Electronic Submission:

- Submit an electronic copy of your proposal in one of the following formats: PDF, MS Word or compatible format, stored on a common media; CD, DVD, or flash drive. Transmission through email is not acceptable. The electronic submission shall consist of two clearly labeled files, the technical and cost proposals. Limit responses to the information requested in the RFP.

#### 4.2.2 Failure to physically separate the Cost and Technical Proposals may cause the Proposer to be disqualified.

#### 4.2.3 Submittal Forms. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all bids submitted should comply with the following guidelines:

1. All copies should be printed double-sided.
2. All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as Kenaf). All bids should note the level of recycled content contained in the paper being used.
3. Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
4. Vendors should submit materials in a format that allows for easy removal and recycling of paper materials.
5. Vendors are encouraged to use other products that contain recycled content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, discs, envelopes, boxes, etc. Where appropriate, vendors may wish to note which products in their bids are made with recycled materials.
6. Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

#### 4.2.4 Submittal Organization

Proposals must be organized with headings and subheadings in the order stated in Tab-3 Qualifications. Each heading and subheading should be separated by tabs or otherwise clearly marked.

## **REQUIRED INFORMATION AND CONTENT OF PROPOSALS**

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

### **Tab 1 – General Information and Signatures**

1. **Signature Affidavit - RFP Form A**

Submit certification with the legal name of the Proposer and signature of the person(s) legally authorized to bind the Proposer to a contract.

2. **Receipt Forms and Submittal Checklist - RFP Form B**

Acknowledge and initial parts of RFP received and submitted

3. **Vendor Profile Information - RFP Form C**

Provide business identification and contact information required in the form.

4. **References – RFP Form E**

Provide references for your business.

### **Tab 2 – Executive Summary**

The Proposer shall include a brief summary introducing your firm. Include the following:

- Summarize in a brief and concise manner, your understanding of the Scope of Work.
- Reaffirm your experience in performing services outlined in this RFP.
- Briefly describe your business organization, experience and qualifications in relation to providing services required in this RFP.

### **Tab 3 – Qualifications**

#### **Qualifications Overview / General Company Information**

1. Describe briefly your firm's background and history. State organization's size: local, regional, national and international, in relation to providing services requested in this RFP. State the location of the office from which this engagement will be serviced and the range of activities performed at that office.
2. Provide a statement of the length of time you have been in business supplying the services referenced herein and experience in serving governmental entities.
3. Demonstrate the firm's capability and evidence of your experience providing services equal to or greater in scope than those requested in this RFP.

#### **Contract Team**

Identify key staff (names and titles) and affiliates who would become directly responsible for the various aspects of the contract, if awarded. The successful Contractor must designate a minimum of two primary and one backup staff to manage the contract effectively. Identify who would be contract manager(s) from your company.

#### **Contract Management**

Describe your contract administration methods to ensure prompt service, customer satisfaction, prompt complaint resolution, employee performance, cost controls, adhering to contract schedules, timely initiation and completion of work. Please specifically answer the following:

- 1) If there is a garment missing from delivery, who should be notified?
- 2) If there is a garment damaged, who should be notified?
- 3) Please provide a guarantee timeframe to get issues resolved in.

**Financial Capability:**

The proposer must provide evidence that he or she has the financial stability and capability to perform the work outlined within the scope of work. Therefore, the proposer must submit one or more of the following financial statements or reports: 1) Audited balance sheets and income statement for the past three (3) years (If unavailable, an unaudited balance sheet is acceptable); 2) Internal report which provides a three (3) year financial trend analysis; 3) Current credit report; 4) Letter from proposer's bank verifying financial stability; or 5) Any other financial status report which can be used to demonstrate financial stability.

**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 your firm. List any contracts in which your firm has been found guilty or liable, or which may affect the performance of the services to be rendered herein, in which your firm, and/or any subcontractors have been involved in within the last 3 years.

**Sustainability Practices**

The City of Madison has adopted a sustainability initiative to improve its environmental and sustainability performance. To advance these goals, products and services contracted for will be evaluated in part based on the combined attributes of the environmental preferability of the products and services as well as the environmental compliance of the facilities to manufacture and operate in accordance with recognized environmental programs, e.g. Laundry ESP (Laundry Environmental Stewardship Program). Specific factors to be considered may include, but are not limited to:

- Greenhouse gas emissions
- Habitat impacts
- Regulatory compliance
- Recycled content
- Energy efficiency
- Water efficiency
- Toxic chemical reduction

Please address these concerns when submitting your proposals. Demonstrate your intent, capacity and commitment to contribute to sustainable development. Describe any environmental management systems implemented to ensure compliance with any applicable federal, state and local environmental requirements and/or best practices through internal audits, regulatory inspection reports and/or other appropriate mechanisms.

**Compliance with Living Wage Requirement (Applicable to contracts exceeding \$5,000).**

Affirm your intent to comply with this requirement:

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

**Tab 4 – Experience**

1. Provide a description of the firm's relevant experience. Describe your firm's primary function. A proven record of long-term firm stability and future viability is a key qualification.
2. List any and all contracts your firm has done for the City of Madison.

3. Provide a list of governmental organizations/municipalities and/or clients with whom the proposer has done similar business within the last 5 years.

**Tab 5 – Cost Proposal (RFP FORM D) Separate Sealed Package and Electronic File****Fixed Price Period.**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

**Bid Prices**

Bid prices for each uniform must be based on a twenty (20) month maximum replacement cycle. Bidders must also provide an upcharge in percentage for rental based on a fifteen (15) month maximum replacement cycle. No additional start-up charges or new uniform charges will be accepted during these replacement cycles.

**Sweatfree Compliance**

All information and forms for the Sweatfree compliance requirements will be submitted outside of the main proposal.



## Form A: Signature Affidavit

**RFP #: 8412-0-2016-BP**

*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.

---

COMPANY NAME

---

SIGNATURE

---

DATE

---

PRINT NAME OF PERSON SIGNING



## Form B: Receipt of Forms and Submittal Checklist

**RFP #: 8412-0-2016-BP**

*This form must be returned with your response.*

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

Forms	Initial to Acknowledge RECEIPT	Initial to Acknowledge SUBMITTAL
Appendix A: Standard Terms & Conditions		N/A
Appendix B: Sample Contract for Purchase of Services		N/A
Appendix C: Sample Communication Report Form		N/A
Appendix D: Compliance Scoring Worksheet		N/A
Appendix E: Sample Compliance Scoring Worksheet		N/A
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal – <b>Submit Separate</b>		
Form E: References		
Form F: Bidder Disclosure Statement		
Form G: Submission of Intent and Capacity to Submit Compliance Plans		
Form H: Sweatfree Compliance Plan		
Addendum #		N/A
Addendum #		N/A

VENDOR NAME

COMPANY NAME



## Form C: Vendor Profile

RFP #: 8412-0-2016-BP

*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: Cost Proposal Schedule

**RFP #: 8412-0-2016-BP**

*This form must be returned with your response. Fill in yellow shaded areas.*

Col. 1	2	3	4	5	6	7	8	9
GARMENT	DESCRIPTION	ITEM #	PRODUCT YOU ARE BIDDING (Equal to items in Col. 3)	# EMPLOYEES	CITY TOTAL PER WEEK	COST PER WEEK	ANNUAL TOTAL COST	REPLACEMENT COST <sup>1</sup>
<b>SHIRTS</b>								
LS Solid Shirt	65/35 Blend	0102		63	693			
SS Solid Shirt	65/35 Blend	0202		28	308			
LS Cotton Shirt	100% Cotton	0101		56	616			
SS Cotton Shirt	100% Cotton	0201		30	330			
LS Oxford	60/40 Blend	0111		6	66			
SS Oxford	60/40 Blend	0211		33	363			
SS T Shirt	With Pocket 100% Poly	4277		48	528			
SS T Shirt	Without Pocket 100% Poly	427B		1	11			
LS T Shirt	With Pocket 100% Poly	0871		1	11			
LS Striped Shirt	65/35 Poly	0348		1	11			
LS High Visibility	ANSI Class 2 100% Poly	09AH		12	132			
SS High Visibility	ANSI Class 2 100% Poly	06AH		5	55			

BIDDER INITIALS

Cost Proposal Schedule Continued

Col. 1	2	3	4	5	6	7	8	9
GARMENT	DESCRIPTION	ITEM #	PRODUCT YOU ARE BIDDING (Equal to items in Col. 3)	# EMPLOYEES	CITY TOTAL PER WEEK	COST PER WEEK	ANNUAL TOTAL COST	REPLACEMENT COST <sup>1</sup>
SS High Visibility w/ Pocket	ANSI Class 2 100% Poly	02HY		2	22			
SS High Visibility	ANSI Class 3 100% Poly	06DH		12	132			
LS High Visibility	ANSI Class 3 100% Poly	09DH		8	88			
<b>PANTS</b>								
Workpant Softwill	65/35 Blend	1002		41	451			
Cotton Pant,	100% Cotton	1001		60	660			
Relaxed Fit Jeans	14.5oz Cotton/Denim	10HD		96	1056			
Carpenter Jeans	100% Cotton	10FC		1	11			
Women's Work Pants	Poly Cotton Slack	12AG		2	22			
Mens Cargo Pant	65/35 Blend	10AI		8	88			
Men's Cargo Short	65/35 Blend	1271		8	88			
Women's Cargo Short	65/35 Blend	10A9		1	11			
<b>OTHER</b>								
Coveralls, Cotton	100% Cotton	3001		5	10			
Coveralls , Twill	65/35 Blend	3002		28	56			
Shop Coat	65/35 Blend	2525		25	50			

BIDDER INITIALS

Cost Proposal Schedule Continued

Col. 1	2	3	4	5	6	7	8	9
GARMENT	DESCRIPTION	ITEM #	PRODUCT YOU ARE BIDDING (Equal to items in Col. 3)	# EMPLOYEES	CITY TOTAL PER WEEK	COST PER WEEK	ANNUAL TOTAL COST	REPLACEMENT COST <sup>1</sup>
Counter Coat	80/20 Blend	2526		8	16			
SS Smock	80/20 Blend	4520		9	18			
3/4 Sleeve Smock	80/20 Blend	4544		3	6			
Jacket , Hip	Permalined Jacket	1527		63	126			
Jacket, Waist	Permalined Jacket	1506		6	12			
Jacket, Waist	Coach's Jacket, Unlined	1540		3	6			
Jacket, Waist	Coach's Jacket, Lined	1550		2	4			
Oversized Items (4XL and 48" Waist and above) Indicate additional cost % per change						+ _____ % per change		

MISCELLANEOUS	EST. ANNUAL QUANTITY	COST PER SERVICE OR ITEM	
		INITIAL SET-UP	AFTER INITIAL SET-UP
Direct Embroidery or Embroidered Patches (Up to 7000 stitches & 7 colors): Company Logo Company Name Individual Name	500		
Patches – NOT Embroidered Company Logo Company Name Individual Name	930		

<sup>1</sup> The cost for replacement or agreed buy-back items shall be adjusted according to the depreciation schedule in paragraph 2.10.

BIDDER INITIALS



## Form E: Proposer References

**RFP #: 8412-0-2016-BP**

*This form must be returned with your response.*

VENDOR NAME

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

COMPANY NAME	
ADDRESS (INCLUDE ZIP)	
CONTACT PERSON	PHONE NUMBER
CONTRACT PERIOD	
SERVICES PROVIDED	

COMPANY NAME	
ADDRESS (INCLUDE ZIP)	
CONTACT PERSON	PHONE NUMBER
CONTRACT PERIOD	
SERVICES PROVIDED	

COMPANY NAME	
ADDRESS (INCLUDE ZIP)	
CONTACT PERSON	PHONE NUMBER
CONTRACT PERIOD	
SERVICES PROVIDED	

COMPANY NAME	
ADDRESS (INCLUDE ZIP)	
CONTACT PERSON	PHONE NUMBER
CONTRACT PERIOD	
SERVICES PROVIDED	



## Form F: Bidder Disclosure Statement Procurement of Items of Apparel

RFP #: 8412-0-2016-BP

*This form must be returned with your response.*

### NOTICE

#### Purchase of Items of Apparel (purchases of \$5,000 or more)

Effective October 11, 2005

Section 4.25 of the City of Madison General Ordinances (MGO) establishes a policy relative to the purchase, rental, laundering or dry cleaning of apparel, to ensure that the City does not procure articles of apparel or footwear that were manufactured in sweatshops.

The City of Madison will not purchase apparel from vendors or contractors who obtain goods that originate in a sweatshop. MGO 4.25 establishes minimum standards for treatment of employees by contractors, subcontractors and third-party vendors. These standards apply to all apparel purchases of \$5,000 or more and to requests for city financial assistance if \$5,000 or more will be used for procurement of apparel.

All bidders on a contract, applicants for financial assistance, and vendors offering the purchase, rental, laundering, dry cleaning of items of apparel, must submit the attached disclosure statement with their bid or application, or prior to entering into a purchase order. If the pre-award disclosure reveals a violation of MGO 4.25 or a statement that the proposed contractor/vendor will not or cannot comply with MGO 4.25, the City reserves the right not to award the contract. Bidders shall provide access to the City of Madison and the City's independent monitoring agency, to inspection and monitoring reports for all facilities producing goods for the proposed contract and shall require their subcontractors to allow the same access.

Information submitted on the disclosure statement shall be evaluated for compliance, with the factory location given more weight than the wage information.

All information submitted may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Furthermore, submitted information may also be disclosed for inclusion in a national database of supply chain information that will allow public entities to learn about the origin of the products they are buying.

*"APPAREL" means all garments or items of clothing any part of which is a textile produced by weaving, knitting, or felting; and all shoes and other footwear.*

The entire Section 4.25 MGO will be **incorporated by reference** and **become part of all applicable contracts and POs**.

For the complete text of Section 4.25, Madison General Ordinances, go to:

<http://library.municode.com/index.aspx?clientId=50000>

Request a copy of the ordinance:

City of Madison Purchasing Services  
210 Martin Luther King Jr. Blvd., Room 407  
Madison, WI 53703

CONTRACTOR SUBMITTING FORM	
BID/RFP NUMBER	DATE
PRODUCTS COVERED BY THIS FORM (LINE #S FROM RFP)	

This affidavit of compliance will be the contractor's sworn statement that each proposed production facility, including those of any subcontractors, comply with all of the requirements of Madison General Ordinances, sec. 4.25. If awarded the contract, an updated version of this disclosure statement shall be submitted quarterly to the City of its independent monitoring agency.

- A. Below provide the name and address of each **FACILITY OR FACTORY** at which items of apparel have been or will be produced, manufactured, assembled, finished, distributed, laundered or dry cleaned under this contract (NOT A BUSINESS OR CORPORATE OFFICE). Include the name, business address and phone numbers of the principle officers/partners/owners of each facility. Include the raw number (quantity) of each type of good or product produced at each facility (i.e., 5,000 SHIRTS). **See the Example Form if this is unclear. You may use an additional sheet for each facility location.**

NAME OF FACILITY		FACILITY PHONE NUMBER	
FACILITY MAILING ADDRESS			
CITY	STATE	ZIP	COUNTRY
NAME OF SUBCONTRACTOR			
NAME OF PRINCIPAL OFFICERS/OWNERS		PHONE OF PRINCIPAL OFFICERS/OWNERS	
BUSINESS ADDRESS OF PRINCIPAL OFFICERS/OWNERS			
CITY	STATE	ZIP	COUNTRY
QUANTITY OF GOODS FOR THIS CONTRACT (IF KNOWN)			

- B. For the above facility, provide the base hourly wage of non-supervisory employees, the percent of wage level paid as health benefits or other benefits (specify which), any other regular deduction from paychecks, the normal working hours per employee per day and per week, the average working hours per day and per week over the past three (3) months, and a description of the overtime policy. **See the Example Form if this is unclear. You may use an additional sheet for each facility location.**

NAME OF FACILITY	NAME OF SUBCONTRACTOR
BASE HOURLY WAGE	NORMAL WORK DAY (HOURS)
% OF WAGE LEVEL PAID AS HEALTH BENEFITS	NORMAL WORK WEEK (HOURS)
% PAID AS OTHER BENEFITS	ACTUAL AVERAGE OVER 3 MONTHS (HOURS)
OTHER REGULAR DEDUCTIONS	
OVERTIME POLICY	

If this disclosure statement reveals noncompliance with Sec. 4.25 MGO, or a statement that the proposed contractor will not or cannot comply with MGO 4.25, the City reserves the right not to award the contract.

Further, I understand that any false statement on these forms could result in:

- Withholding of payments under an existing contract.
- Liquidated Damages of \$2,000 per violation or 20% of the value of the items of apparel or material that we produced in violation of the ordinance.
- Termination, suspension or cancellation of the contract in whole or in part.
- Nonrenewal.
- Disqualification from bidding on future city contracts or eligibility to enter into purchase orders when formal bidding is not required, 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.

**To the best of my knowledge, each production facility, including those of any subcontractors, comply with all of the requirements of Madison General Ordinances, Sec. 4.25. I have completed this Disclosure Statement form in good faith and have made no willingly false or misleading statements.**

**I/We hereby state that we will comply with Sec. 4.25 of the City of Madison General Ordinances as stated above. I/We further understand that this Disclosure Statement may be made public, subject to applicable public record laws.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME / TITLE

\_\_\_\_\_  
COMPANY NAME

**EXAMPLE**

CONTRACTOR SUBMITTING FORM <i>ZZZ Uniform Company</i>	
BID/RFP NUMBER <i>RFP 8300-0-2014/MM</i>	DATE <i>April 1, 2014</i>
PRODUCTS COVERED BY THIS FORM (LINE #S FROM RFP)	

This affidavit of compliance will be the contractor's sworn statement that each proposed production facility, including those of any subcontractors, comply with all of the requirements of Madison General Ordinances, sec. 4.25. If awarded the contract, an updated version of this disclosure statement shall be submitted quarterly to the City of its independent monitoring agency.

- A. Below provide the name and address of each **FACILITY OR FACTORY** at which items of apparel have been or will be produced, manufactured, assembled, finished, distributed, laundered or dry cleaned under this contract (NOT A BUSINESS OR CORPORATE OFFICE). Include the name, business address and phone numbers of the principle officers/partners/owners of each facility. Include the raw number (quantity) of each type of good or product produced at each facility (i.e., 5,000 SHIRTS). **See the Example Form if this is unclear. You may use an additional sheet for each facility location.**

NAME OF FACILITY <i>Lopez Cut and Sew Services</i>		FACILITY PHONE NUMBER <i>809-529-8888</i>	
FACILITY MAILING ADDRESS <i>Zona Franca Industrial</i>			
CITY <i>San Pedro de Macoris</i>	STATE	ZIP	COUNTRY <i>Dominican Republic</i>
NAME OF SUBCONTRACTOR <i>San Pedro DR Facility</i>			
NAME OF PRINCIPAL OFFICERS/OWNERS <i>Juan Jose Lopez</i>		PHONE OF PRINCIPAL OFFICERS/OWNERS <i>954-565-8888</i>	
BUSINESS ADDRESS OF PRINCIPAL OFFICERS/OWNERS <i>115 Cactus Boulevard</i>			
CITY <i>Miami</i>	STATE <i>FL</i>	ZIP <i>33166</i>	COUNTRY <i>USA</i>
QUANTITY OF GOODS FOR THIS CONTRACT (IF KNOWN) <i>500 t-shirts, 300 shorts</i>			

- B. For the above facility, provide the base hourly wage of non-supervisory employees, the percent of wage level paid as health benefits or other benefits (specify which), any other regular deduction from paychecks, the normal working hours per employee per day and per week, the average working hours per day and per week over the past three (3) months, and a description of the overtime policy. **See the Example Form if this is unclear. You may use an additional sheet for each facility location.**

NAME OF FACILITY <i>Lopez Cut and Sew Services</i>	NAME OF SUBCONTRACTOR
BASE HOURLY WAGE <i>\$6.00</i>	NORMAL WORK DAY (HOURS) <i>10</i>
% OF WAGE LEVEL PAID AS HEALTH BENEFITS <i>10%</i>	NORMAL WORK WEEK (HOURS) <i>40</i>
% PAID AS OTHER BENEFITS <i>5%</i>	ACTUAL AVERAGE OVER 3 MONTHS (HOURS) <i>42</i>
OTHER REGULAR DEDUCTIONS <i>0</i>	
OVERTIME POLICY <i>Time and a half after 40 hours/week</i>	



## Form G: Proposer Assurance of Intent and Capacity to Submit a Sweatfree Compliance Plan

**RFP #: 8412-0-2016-BP**

*This form must be returned with your response.*

Initial applicable response.

The Proposer hereby affirms, by signing this form, its intent to submit a Sweatfree Compliance Plan that meets the requirements of Sec. 4.25 of the Madison General Ordinances, if said proposer will be awarded the resulting contract from this Request for Proposal.

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO** A compliance plan template is included in Form H to this RFP.

The Proposer also confirms that, if awarded the contract, it has the capacity to provide to the City, its independent monitor or to the Sweatfree Purchasing Consortium, and obtain from its suppliers/brands/factories and production facilities, the applicable Sweatfree Compliance Plans that meet the requirements of MGO 4.25.

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME / TITLE



## Finance Department

David P. Schmiedicke, Finance Director

City-County Building, Room 406  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4521  
Fax: (608) 266-5948

[finance@cityofmadison.com](mailto:finance@cityofmadison.com)

[www.cityofmadison.com/finance/purchasing](http://www.cityofmadison.com/finance/purchasing)

**Purchasing Services**

### **Form H:   Sweatfree Compliance Plan Template           City of Madison Vendors and Suppliers**

**RFP #:     8412-0-2016-BP**

**Effective:  2016 through year**

Submitted by:

Company Name: Company Name

Street Address: Street Address

City, State, Zip: City, State, Zip

Website: Enter Website

Date Submitted: Enter date submitted

### **Contents**

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## Section II: Staff Responsibility

Chief Executive Officer or

Principal of the Business: CEO or Principal

Street Address: Street Address

City, State, ZIP: City, State, ZIP

Telephone: Telephone

FAX: FAX

Email: Email

Contractor designates the person named below with the responsibility for the implementation, monitoring, data compilation and reporting on compliance with Section 4.25 of the Madison General Ordinances and the Sweatfree Compliance Plan:

Chief Executive Officer or

Principal of the Business: CEO or Principal

Street Address: Street Address

City, State, ZIP: City, State, ZIP

Telephone: Telephone

FAX: FAX

Email: Email

**I declare under penalty of perjury that to the best of my knowledge the information provided in this Compliance Plan is true and correct, and that I am authorized to bind this entity contractually.**

Authorized Signature: \_\_\_\_\_

Name: Name

Title: Title

Date: Date

Provide additional contact information if different from above:

Street Address: Street Address

City, State, ZIP: City, State, ZIP

Telephone: Telephone

FAX: FAX

Email: Email

### Section III: Compliance Intent

Please initial each paragraph to acknowledge agreement.

\_\_\_\_\_ The Contractor acknowledges that by entering into the apparel contract as applicable under Sec. 4.25 of the Madison General Ordinances (MGO 4.25) with the City of Madison, said Contractor shall be subject to all of the requirements and sanctions of MGO 4.25.

\_\_\_\_\_ 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 MGO 4.25 and shall require all subcontractors and third-party suppliers to do the same. The standards in MGO 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.

\_\_\_\_\_ For purposes of MGO 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 Contractor and his/her subcontractors shall take concrete action to ensure that the following labor practices that are inconsistent with international standards of human rights are not present in the applicable production facilities:

- a. below-subsistence wages;
- b. excessively long working hours;
- c. unhealthy and unsafe working environments;
- d. child, indentured, and forced labor;
- e. disregard for local and international labor laws and workplace regulations;
- f. disregard for fundamental women's rights;
- g. repression of workers' rights to assemble and bargain collectively.

\_\_\_\_\_ To ensure contractor compliance with MGO 4.25, the City may use an Independent, Third Party Monitoring Agency (Independent Monitor) and/or the Sweatfree Purchasing Consortium (SPC) for compliance verification and enforcement.

\_\_\_\_\_ Independent Monitors and/or the Sweatfree Purchasing Consortium may verify that the information disclosed in accordance with the requirements set forth above is accurate and complete and request evidence of production or planned production at the given locations. If the compliance evaluation conducted by the City, the Sweatfree Purchasing Consortium and/or an Independent Monitor demonstrates the need for further action to ensure compliance, the Contractor shall take steps to become fully compliant within a reasonable period of time as specified by the City. If the Contractor is unable to become fully compliant, the City may impose sanctions in accordance with MGO 4.25.

\_\_\_\_\_ The Contractor agrees to submit a Sweatfree Compliance Plan that meets the requirements as stated in this form, per MGO 4.25.

\_\_\_\_\_  
SIGNATURE OF CEO OR DESIGNEE

\_\_\_\_\_  
DATE

## Section IV: Present Compliance With Minimum Employment Standards and Labor-Related Policies

Please complete this form in its entirety or your plan will be returned as incomplete.

**Instructions:**

- **YES:** Initial box to indicate that you presently comply with the stated requirement.
- **NO:** Initial box to indicate that you are not presently in full compliance with the stated requirement. For all NO responses, provide explanation in Section VI, Declaration of Delayed Compliance and indicate the corrective action and date of implementation of compliance.
- It is not acceptable to respond "N/A" if these statements do not currently apply. Select NO to indicate that requirement would be practiced and implemented when applicable.

REQUIREMENT	INITIAL IF YES	INITIAL IF NO
<b>A. Disclosure of Production Facilities</b>		
1. The following information pertaining to each Production Facility utilized or to be utilized in the performance of the contract are or have been provided as required by this plan: <ul style="list-style-type: none"> <li>a. Name</li> <li>b. Complete physical address</li> <li>c. Tel. numbers of principal officers of each facility</li> <li>d. Base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week over the last three months, and overtime policy.</li> <li>e. The raw number of each type good produced in a given factory for the City.</li> <li>f. A sworn statement that each of the proposed production facilities, including any sub-contractors, complies with all requirements of this ordinance.</li> <li>g. Any other information deemed necessary by the City for the administration and enforcement of MGO 4.25.</li> </ul>		
2. Indicate how information above is submitted: <ul style="list-style-type: none"> <li><input type="checkbox"/> Submitted with this plan</li> <li><input type="checkbox"/> Submitted to the City</li> <li><input type="checkbox"/> Submitted to the Sweatfree Purchasing Consortium</li> </ul>		
<b>B. Minimum Employment Standards and Labor Policies</b>		
1. <b>Wages and Benefits.</b> Contractors should recognize that wages are essential to meeting employees' basic needs. Contractors shall pay employees, at minimum, wages and benefits which comply with all applicable laws and regulations, and which provide for essential needs and establish a dignified fair wage for workers and their families. This must always meet or exceed any applicable minimum wage, or other "fair wage," "living wage" or other law that requires a wage that exceeds the applicable minimum wage, whichever is higher.		
2. <b>Working Hours.</b> Hourly and/or quota-based wage employees shall not be required to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower, and be entitled to at least one (1) day off in every seven (7) day period, as well as holidays and vacations off.		

REQUIREMENT	INITIAL IF YES	INITIAL IF NO
3. <b>Overtime Compensation.</b> All overtime hours must be worked voluntarily by employees. In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those locations where such laws do not exist, at a rate at least one and one-half their regular hourly compensation rate.		
4. <b>Child Labor.</b> Contractors shall not employ any person at an age younger than 15 (or 14, where, consistent with International Labor Organization practices for developing locations, the law of the country of manufacture allows such exception). Contractors and sub-contractors agree to consult with governmental, human rights, and nongovernmental organizations, and to take reasonable steps as evaluated by the City and any independent monitoring agency acting on behalf of the City, to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Ordinance.		
5. <b>Forced Labor.</b> There shall not be any use of prison labor, indentured labor, bonded labor or other forced labor.		
6. <b>Health and Safety.</b> Contractors shall provide a safe and healthy working environment to prevent employee accidents and injury to health arising out of or occurring in the course of employment or as a result of the operation of their facilities. In addition, contractors shall ensure that all operations comply with all workplace safety and health regulations established by the national government where the production facility is located, or with Title 29 CFR of the Federal Code of Regulations, enforced by Federal OSHA (Occupational Safety and Health Administration), whichever regulation is more strict. The contractor shall ensure that its operations comply with all health and safety conventions of the International Labor Organization (ILO) ratified and adopted by the country in which the production facility is located.		
7. <b>Nondiscrimination.</b> No person shall be subject to any discrimination in employment; including but not limited to hiring, employment, recruitment or recruitment advertising, salary rates of pay or other forms of compensation, benefits, advancement, transfer, selection for training including apprenticeships, discipline, demotion, termination or retirement; on the basis of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status as those terms are defined in Section 39.03; and any other basis as may be added by amendment to Sec. 39.02(9)(b) and/or 39.03.		
8. <b>Harassment or Abuse.</b> Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse. Contractors will not use or tolerate any form of corporal punishment.		

REQUIREMENT	INITIAL IF YES	INITIAL IF NO
<p>9. <b>Freedom of Association and Collective Bargaining.</b> Contractors shall recognize and respect the right of employees to freedom of association and collective bargaining. No employee shall be subject to harassment, intimidation or retaliation as a result of their efforts to freely associate or bargain collectively. Contractors and sub-contractors shall not cooperate utilize corrupt with governmental agencies and other organizations that use the power of the State to prevent workers from organizing a union of their choice. Contractors shall allow union organizers free access to employees and shall recognize the union of the employees' choice. In addition to respecting the right of employees to freedom of association and collective bargaining, contractors must source from factories where the above commitment has been demonstrated as exemplified by the following:</p> <ul style="list-style-type: none"> <li>a. There exist clear channels through which workers can voice their complaints regarding working conditions and such complaints are addressed in a prompt and effective manner;</li> <li>b. The workers have a representative voice in workplace decisions;</li> <li>c. Management negotiates with the workers in good faith.</li> </ul>		
<p>10. <b>Women's Rights.</b> Women workers will receive equal remuneration, including benefits; equal treatment; equal evaluation of the quality of their work; and equal opportunity to fill all positions open to male workers. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits. Workers will not be forced or pressured to use contraception. Workers will not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health. Contractors and sub-contractors shall provide appropriate services and accommodation to women workers in connection with pregnancy.</p>		
<b>C. Continuing Disclosure and Transparency</b>		
<p>The Contractor operating under an existing contract shall:</p>		
<p>1. Submit quarterly sworn disclosure statements containing the information required in the Bidder Disclosure Statements, to the City of Madison, the City's independent monitoring agency or to the Sweatfree Purchasing Consortium.</p>		
<p>2. Provide access to archived and contemporary inspection and monitoring reports for all facilities producing goods for the contract in question and shall require their subcontractors to allow the same access by the City of Madison, the City's independent monitoring agency or to the Sweatfree Purchasing Consortium.</p>		
<p>3. Provide for the complete and unfettered access to all contractor's and subcontractor's facilities utilized under a contract by the City, its independent monitoring organization or the Sweatfree Purchasing Consortium.</p>		
<p>4. Disclosures that reveal a violation of the ordinance or statement that contractor will not or cannot comply with this ordinance may be grounds for sanctions without further investigation, or may be investigated for action under this ordinance and the contract.</p>		

SIGNATURE OF CEO OR DESIGNEE

DATE

## Section V: Full Compliance Declaration

Initial box and sign this page if Contractor is in full compliance with the requirements as set forth in this plan.

**FULL COMPLIANCE:** The Apparel, Textiles and/or Laundering Services offered are or will be manufactured or provided in full compliance with Madison General Ordinance 4.25.

We understand that we are expected to continue to make good faith efforts to ensure that the employment and labor standards identified in MGO 4.25 are met and implement necessary measures to monitor and document these efforts.

\_\_\_\_\_  
SIGNATURE OF CEO OR DESIGNEE

\_\_\_\_\_  
DATE

## Section VI: Delayed Compliance Declaration

Initial as applicable. Note that the City may require additional information about specific non-compliances if the box for delayed compliance is selected.

**DELAYED COMPLIANCE:** The Apparel, Textiles and/or Laundering Services offered are or will be manufactured or provided in partial compliance with Madison General Ordinance 4.25.

We understand that we must demonstrate good faith efforts to take whatever action is necessary to correct those that are found to be in violation of MGO 4.25 standards and implement additional measures to monitor and document these efforts.

Provide the information below for each requirement in Section IV, Present Compliance with Minimum Employment Standards and Labor Related Policies, for which you indicated that you are not presently in full compliance.

1. Wages and Benefits	
a. Explanation of non-compliance	
b. Corrective Actions	
c. Timeline	
2. Working Hours	
a. Explanation of non-compliance	
b. Corrective Actions	
c. Timeline	
3. Overtime Compensation	
a. Explanation of non-compliance	
b. Corrective Actions	
c. Timeline	
4. Add information, as applicable	

SIGNATURE OF CEO OR DESIGNEE

DATE

## Section VII: Plan to Prevent Non-Compliances

### Instructions:

- A plan to prevent non-compliances is required for each factory that will produce more than \$25,000 worth of product under the term of the contract *whether or not you have indicated any current non-compliances*.
- Describe your own or your suppliers' concrete activities under each area listed below.
- Identify the factories to which the activities correspond.
- Provide the name and contact person to an organization that represents workers at each factory listed.
- Use the format below but attach additional sheets as necessary.

- A. Purchasing terms that include prices and order schedules that allow factories to pay the costs of complying with all legal and Code of conduct requirements without incurring excessive overtime hours.

Factories:	
Activities:	

- B. Trainings in the requirements of the City of Madison Code of Conduct, including all relevant domestic laws and international labor standards, to managers and workers at specific factory locations. Trainings should involve local labor rights NGOs or unions where possible.

Factories:	
Activities:	

- C. Terms for safe reporting of Code of Conduct violations by workers and their representatives to a union, third party monitoring organization, or labor rights NGO.

Factories:	
Activities:	

- D. Special health and safety measures to prevent factory fires and other serious workplace hazards. These measures should include workers' right to know about hazardous conditions; workers' right to report on hazardous conditions and to have them investigated by an independent party; and workers' right to refuse dangerous work. The measures should reflect level of risk of serious workplace hazards. High risk areas such as Bangladesh and Pakistan require more stringent measures.

Factories:	
Activities:	

- E. Other

Factories:	
Activities:	

\_\_\_\_\_  
SIGNATURE OF CEO OR DESIGNEE

\_\_\_\_\_  
DATE

## Section VIII: Violation, Remediation and Sanctions

- A. If the City determines there has been a violation of this ordinance, appropriate city staff or the independent monitoring agency, if any, shall inform the contractor of the determination and discuss the violation with the contractor. The purpose of the discussion is to encourage the contractor to change its practices rather than to cease doing business with the contractor. To that end, the City may at its sole option prescribe appropriate measures for the contractor to take in order to comply with the Ordinance, however nothing in this subsection shall be construed to limit the city's remedies under an existing contract or other remedies available at equity or at law. The sanctions for violating the ordinance under an existing contract are as follows and this list of sanctions shall be included in every applicable contract:
1. Withholding of payments under an existing contract.
  2. 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.
  3. Termination, suspension or cancellation of a contract in whole or in part.
  4. Nonrenewal when a contract calls for optional renewals.
  5. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew a 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:
    - a. Progress toward implementation of the standards in this Ordinance is no longer being made; and
    - b. 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.
  6. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements for apparel as defined in MGO 4.25, 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.
- B. Submission of False Information. Any person who has been found by the City to have submitted any false, misleading or fraudulent information to the City or its independent monitoring agency (if any), either in their request for bids or proposals or other pre-award submissions; or during the term of the contract, may be subject to any of the above sanctions.
- C. Penalty. In addition to any of the sanctions set forth elsewhere in this ordinance, any contractor or vendor or other person who violates any portion of this ordinance or fails to comply with any of its requirements shall, upon conviction hereof, be subject to a forfeiture of not less than one-hundred dollars (\$100) and not more than five hundred dollars (\$500), plus applicable costs. Each day such violation continues shall be considered a separate offense. Prosecution or imposition of a forfeiture under this paragraph shall not preclude imposition of other sanctions listed above, nor shall the imposition of such sanctions be construed as a limitation on prosecution.
- D. Nothing in this ordinance shall be construed as a limit upon any remedies at law or equity that the city may have to enforce a contractual relationship or otherwise enforce this ordinance.
- E. Severability. The provisions of this ordinance shall be severable and if any of the provisions shall be held in contravention of the Constitution and laws of the State of Wisconsin or of the United States by a court of competent jurisdiction, the validity of the rest of the ordinance shall not be affected. It is hereby declared to be the intent of this ordinance that the same would have been adopted had such unconstitutional or unlawful provision, if any, not been included herein.



## 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**

**CONTRACT FOR PURCHASE OF SERVICES**  
between the City of Madison and Full Contractor Name

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

(Attach and label documents as necessary.)

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

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.

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates \_\_\_\_\_ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

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

## APPENDIX B

### 10. EXTRA SERVICES.

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

### 11. NO WAIVER.

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

### 12. NON-DISCRIMINATION.

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, 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 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 \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

\*As determined by the 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 \$25,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

## APPENDIX B

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

(5) Articles of Agreement:

### ARTICLE I

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

### ARTICLE II

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

### ARTICLE III

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

### ARTICLE IV

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

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

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), 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 five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

### ARTICLE VIII

(This Article applies to public works contracts only.)

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

## APPENDIX B

### ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

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

\_\_\_\_\_

\_\_\_\_\_

FOR THE CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

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

**Contractor shall provide its taxpayer identification number (or social security number) to the 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, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

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

18. **THIRD PARTY RIGHTS.**

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

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

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

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

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

## APPENDIX B

### 22. CONFLICT OF INTEREST.

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

### 23. COMPENSATION.

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

### 24. BASIS FOR PAYMENT.

#### A. GENERAL.

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

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

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

### 25. DEFAULT/TERMINATION.

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

### 26. INDEMNIFICATION.

The Primary Vendor 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 Primary Vendor and any of Primary Vendor's subcontractors in the performance of this Agreement, whether caused by or contributed to by negligence of the City its officers, officials, agents, or its employees. This Section shall survive any termination of this Agreement.

### 27. INSURANCE.

Primary Vendor agrees that in order to protect itself and the City of Madison, the OBG and WPCRC, and all of their members, officers, officials, agents and employees during the life of this Agreement, to keep in force and affect the insurances listed below. As

## APPENDIX B

evidence of the below listed coverage's, a Certificate of Insurance shall be forwarded to the City Risk Management Office, 210 ML King, Jr. Blvd., Rm. 406, Madison, WI 53703-3345 prior to beginning work under this contract.

### Commercial General Liability

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

### Automobile Liability

The Primary Vendor shall procure and maintain during the life of this Agreement 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. Primary Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

### Liquor Liability

The Primary Vendor shall procure and maintain during the life of this Agreement Liquor Liability coverage with limits no less than \$1,000,000 per occurrence. Primary Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

### Worker's Compensation

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

### Professional Liability

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

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

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

## APPENDIX B

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**

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.

31. **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.

32. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

## APPENDIX B

33. **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: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

34. **AUTHORITY.**

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

35. **COUNTERPARTS, ELECTRONIC 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. 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.

SAMPLE

## APPENDIX B

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: \_\_\_\_\_

Paul R. Soglin, 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 P. May, City Attorney

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

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

By: \_\_\_\_\_

Kathryn L. Schwenn, CPA, Accountant 3  
Designee of Finance Director

\_\_\_\_\_  
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 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

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.



## Appendix C: Communication Report

### UNIFORM RENTAL

#### INFORMATION

COMPANY	
ATTENTION	DATE
CITY AGENCY	
AGENCY CONTACT	AGENCY PHONE
AUTHORIZED CITY SIGNATURE	

<b>CUSTOMER REQUEST / CONCERN</b> <input type="checkbox"/> Add-on New uniform <input type="checkbox"/> Add-on New Employee <input type="checkbox"/> Change Location <input type="checkbox"/> Change Uniform <input type="checkbox"/> Damaged Uniform <input type="checkbox"/> Lost Uniform <input type="checkbox"/> Extra Charges (Specify nature of charge.) <input type="checkbox"/> Other	<b>ADDITIONAL INSTRUCTIONS / COMMENTS</b> (Use separate sheet or agency custom form, if necessary.)
--	--

#### VENDOR RESPONSE / REQUEST

(Please respond to customer request by indicating plan of action below.)

RESOLVE BY DATE	DATE RECEIVED
VENDOR SIGNATURE	
VENDOR REQUEST (for approval of additional charge, repair, etc.)	
AUTHORIZATION BY CITY: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
BY CITY REPRESENTATIVE	DATE

#### FOR CITY USE ONLY

STATUS	<input type="checkbox"/> New	<input type="checkbox"/> Active	<input type="checkbox"/> Pending	<input type="checkbox"/> Closed
PROGRESS STATUS: (Indicate dates and times.)				
FINAL RESOLUTION AND DATE:				
CUSTOMER COMMENTS				<b>RATING</b> <input type="checkbox"/> Highly Satisfied <input type="checkbox"/> Somewhat Satisfied <input type="checkbox"/> Not Satisfied <input type="checkbox"/> Do Not Know



## Appendix E: Sample Compliance Scoring

**RFP#: 8412-0-2016-BP**

Scoring for compliance with 60% gate (Step 5)

			% COMPLIANT (to determine if proposers meet 60% gate requirement)			
			FACTORY LOCATION	WAGE	COMPLIANCE SCORE	% COMPLAINT
PROPOSER A'S MANUFACTURERS	\$ AMOUNT OF PURCHASES	I	L	W	F + W	(L+W)*I
Mfgr 1	\$5,000.00	29%	0.75	0.00	0.75	0.22
Mfgr 2	\$2,000.00	12%	0.75	0.25	1.00	0.12
Mfgr 3	\$7,000.00	41%	0.75	0.00	0.75	0.31
Mfgr 4	\$3,000.00	18%	0.00	0.25	0.25	0.04
	\$17,000.00	100%	0.69*100=69 % (MIN. 60%)			