

# CITY OF MADISON

## REQUEST FOR PROPOSALS



RFP #: 12036-0-2023-BP

Title: Integration and Automation Platform for Grid-Interactive  
Efficient Buildings (GEB)

City Agency: Engineering

Due Date: Friday, June 30th, 2023  
2:00 PM CST

**Table of Contents**

1 NOTICE TO PROPOSERS..... 1

    1.1 Summary..... 1

    1.2 Important Dates..... 1

    1.3 Format..... 1

    1.4 Labeling..... 1

    1.5 Delivery of Proposals ..... 1

    1.6 Appendix A: Standard Terms & Conditions ..... 1

    1.7 Appendices B1 and B2: Sample Contract for Purchase of Services for Software/Technology and Addendum to Software License Agreement ..... 1

    1.8 Appendix C: Information Technology Department Software Acquisition Questionnaire (SAQ) 2

    1.9 Affirmative Action Notice ..... 2

    1.10 Multiple Proposals..... 3

    1.11 City of Madison Contact Information..... 3

    1.12 Inquiries and Clarifications ..... 3

    1.13 Addenda ..... 3

    1.14 Bid Distribution Networks ..... 4

    1.15 Local Vendor Preference ..... 4

    1.16 Oral Presentations/Site Visits/Meetings ..... 4

    1.17 Acceptance/Rejection of Proposals ..... 4

    1.18 Withdrawal or Revision of Proposals ..... 4

    1.19 Non-Material and Material Variances..... 5

    1.20 Public Records ..... 5

    1.21 Usage Reports ..... 5

    1.22 Partial Award..... 5

    1.23 Tax Exempt..... 6

    1.24 Cooperative Purchasing..... 6

    1.25 Proposers Responsibility ..... 6

    1.26 City’s Contracting Policies for Software and Technology – IMPORTANT NOTICES..... 6

2 DESCRIPTION OF SERVICES/COMMODITIES ..... 9

    2.1 Background ..... 9

    2.2 Introduction to City of Madison Pilot ..... 9

    2.3 Scope of Work..... 9

    2.4 Criteria for Selection..... 11

    2.5 Facilities included ..... 12

    2.6 Terms of work ..... 13

    2.7 Site Walkthrough and Virtual Tour ..... 13

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS ..... 14

    3.1 Cost (30%) ..... 14

    3.2 Local Vendor Preference (5%)..... 14

    3.3 Technical Questions (40%)..... 14

    3.4 Capabilities (25%)..... 15

    3.5 Forms ..... 15

4 BACKGROUND ON CITY OF MADISON FACILITIES ..... 16

    4.1 Madison Municipal Building ..... 16

    4.2 Engineering Operations ..... 18

    4.3 Streets West..... 20

    4.4 Fleet Headquarters ..... 22

    4.5 Fire Station 14 ..... 24

    4.6 Midtown Police District ..... 26

    4.7 Warner Park Community Recreation Center ..... 28

    4.8 Utility Rate Structures ..... 30

Form A: Signature Affidavit

Form B: Receipt of Forms and Submittal Checklist

Form C: Vendor Profile

Form D: Cost Proposal

Form E: References

Appendix A: Standard Terms & Conditions (For submission of bids/in the absence of signed contract)

Appendix B1: Sample Contract for Purchase of Services for Software/Technology

Appendix B2: Addendum to Software License Agreement

Appendix C: Information Technology Department Software Acquisition Requirements

Appendix D: Capabilities

## 1 NOTICE TO PROPOSERS

### 1.1 Summary

The City of Madison Engineering (“City”) is soliciting Proposals from qualified vendors for Integration and Automation Platform for Grid-Interactive Efficient Buildings (GEB). 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:	Tuesday, May 30, 2023
Questions Due Date:	Thursday, June 15th, 2023
Answers Posted Date:	Friday, June 23rd, 2023
Due Date:	Friday, June 30th, 2023, 2:00 PM CST

### 1.3 Format

All proposals are to be submitted electronically.

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

Complete and return Forms A through E to City of Madison Purchasing Services by Friday, June 30th, 2023, 2:00 PM CST.

### 1.4 Labeling

All email correspondence must include RFP #12036-0-2023-BP in the subject line.

### 1.5 Delivery of Proposals

Delivery of electronic copy to: via email to [bids@cityofmadison.com](mailto:bids@cityofmadison.com)

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 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 Appendix A, the Standard Terms and Conditions, prior to submission of their Proposals. Appendix A applies to the submission of proposals and in the absence of a signed contract becomes part of the contract terms. Part I of Appendix A provides legal terms relevant only to the submission of proposals. Part II of Appendix A provides legal terms that would apply *only in the absence of a signed contract*.

### 1.7 Appendices B1 and B2: Sample Contract for Purchase of Services for Software/Technology and Addendum to Software License Agreement

Proposers are responsible for reviewing the sample contracts in Appendix B prior to submission of their Proposals.

Appendix B1: A contract similar to the Sample Contract for Purchase of Services for Software/Technology shall will serve as the basis for all service contract(s) resulting from this RFP. For proposals that include a SaaS, PaaS or IaaS solution, the City reserves the right to negotiate additional appropriate legal terms governing that technology.

Appendix B2: The sample "Addendum to Software License Agreement" provides mandatory legal terms to be included in any stand-alone license agreement for any on premise software.

Please also review section 1.26 of this RFP for additional contracting requirements. **By submitting a proposal, Proposers affirm their willingness to enter into contract(s) containing the terms found in Appendix B.** The resulting contract will control over any different legal terms in this RFP, including Appendix A, or your Proposal.

While the City strives to provide the most appropriate sample contracts for this RFP, the City reserves the right to modify the sample(s) as needed. For example, other legal terms may be required depending on the nature of the technology solution proposed by the vendor.

### 1.8 Appendix C: Information Technology Department Software Acquisition Questionnaire (SAQ)

This questionnaire is included as a reference at this time, but will be required for all finalists. The SAQ includes important technical questions that must be answered for the City's IT department, including important security questions, and must be answered to their satisfaction.

Do not submit it at this time. Finalists will be required to submit a completed SAQ.

### 1.9 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: [www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms](http://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms) or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

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

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: [http://www.cityofmadison.com/civil-rights/documents/RaISE\\_Job\\_Posting\\_Instructions.pdf](http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf)

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

### 1.10 Multiple Proposals

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

### 1.11 City of Madison Contact Information

The City of Madison Engineering is the procuring agency:	Jon Evans City of Madison Engineering PH: (608) 245-5893 <a href="mailto:jevans@cityofmadison.com">jevans@cityofmadison.com</a>
--	--

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 <a href="mailto:bpittelli@cityofmadison.com">bpittelli@cityofmadison.com</a>
---	--

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:dcr@cityofmadison.com">dcr@cityofmadison.com</a>
--	--

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.

### 1.12 Inquiries and Clarifications

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 1.11.

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 1.13 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

### 1.13 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.14 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.

### 1.14 Bid Distribution Networks

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

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

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

Bid Opportunities: [www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm](http://www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm)

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

To Register: <https://www.demandstar.com/app/registration>

Please note when registering: Pick the **Wisconsin Association of Public Procurement (WAPP)** to select all current Wisconsin government agencies.

### 1.15 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).

### 1.16 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.

### 1.17 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.

### 1.18 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.

### 1.19 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.

### 1.20 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 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.

### 1.21 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.

### 1.22 Partial Award

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



### 1.23 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 008-1020421147-08) 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.

### 1.24 Cooperative Purchasing

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

### 1.25 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.

### 1.26 City's Contracting Policies for Software and Technology – IMPORTANT NOTICES

**See Appendix B1- Contract for Purchase of Services (Software /Technology).** This is a sample contract for services that would cover all service aspects of the project, including professional, training, data conversion, implementation services, support and maintenance, hosting, and any software that is delivered as SaaS. (**Appendix B2** is only for vendors proposing on-premise software.)

**SaaS solution / Hosting** - if the proposed solution includes Software-as-a-Service (SaaS) or other cloud hosted services, Appendix B1 will be used, and the City reserves the right to negotiate appropriate legal terms for such services. See details below.

#### **IMPORTANT LEGAL NOTICES FOR SOFTWARE AND TECHNOLOGY CONTRACTS:**

**Vendor Contract Documents and Legal Terms:** The City of Madison does not have a standard license agreement or SaaS subscription agreement. Therefore, bidders selected as finalists will be asked, during the final stages of this RFP, to submit their standard legal terms governing their software and technology. This could include an end user license agreement (EULA), SaaS subscription agreements, Service Level Agreements (SLA) for up time and response times, contracts for support and maintenance services, confidentiality language (if any), data protection language, sample hosting agreements, and any other contract forms **appropriate for the proposed solution**.

The City will use the sample Contract for Purchase of Services in Appendix B1 as the baseline for this contract and reserves the right to reject any vendor form contracts. However, we expect the vendor to suggest legal terms for the above topics and to prepare the SOW when applicable. If the vendor's contract documents meet the approval of the City Attorney, the City will consider using your contract form(s) together with the City's mandatory legal terms found in Appendix B1. The City reserves the right to negotiate all contract documents.

**Scope of Work (SOW):** For projects with implementation or other professional services, the vendor must provide a comprehensive Statement of Work or Scope of Work describing every stage of the project in

detail, and may also include a project schedule or methodology for creating the project schedule. The parties will work together to prepare the final SOW which will become part of the contract.

**Milestone Payment Schedule:** The City will pay for implementation or other professional services occurring over a period of time according to a negotiated schedule based on the City's written acceptance of each milestone. Acceptance criteria for each milestone shall be included in the SOW.

**Hosting, Data Ownership, Security:** If your proposal involves SaaS or other cloud hosted services or infrastructure where customer data will be stored, hosted, reviewed or analyzed by the vendor, please be aware that the City of Madison has specific requirements for its data as a unit of government under State of Wisconsin public records laws. In the resulting contract, you will be required to:

- agree to data handling, retrieval and destruction protocols (**See Section 28 in Appendix B1**)
- cooperate with any public records requests under Wisconsin law, and indemnify and defend the City of Madison against any claims resulting from your failure to produce our records to us.
- You must agree to make the City's data available for download in a format acceptable to the City for not less than ninety (90) days after contract expiration or termination.
- You may be required to propose data security, back-up and disaster recovery protocols for the security and safe-keeping of the City's data. (**See other requirements of this RFP.**)
- The City must approve all data centers and their geographic location, which must be within the U.S. This includes third party data centers such as AWS or Azure.
- Unless otherwise agreed, ownership and all intellectual property rights to the City's data remains with the City of Madison and the City does not license its data for use by any other party.
- propose a Service Level Agreement (SLA) for uptime, response times, and remedies for failing to meet those targets. (see below.)

**Service Level Agreements (SLA).** For any hosted solution, vendors should propose a Service Level Agreement (SLA) with guaranteed uptime, response times, back-up recovery, RTO, RPO. The SLA should also provide remedies for failing to meet those targets, including a system for credits or refunds.

**No Indemnification or Limitations of Liability:** The City of Madison does not agree to indemnify, defend or hold harmless any other party including our contracted vendors or other third parties. The City does not agree to limit a contractor's liability to the City for general or direct damages, this includes dollar limits or caps on the contractor's monetary liability. The City does expect our vendor to indemnify us for general claims as well as intellectual property infringement claims against the City resulting from your software/licensed products/services. See Appendix B.

**No fees for early cancelation or termination of services.** The City of Madison does not agree to fees or penalties for early termination or cancelation of any portion of the contract. Likewise the City does not agree to pay for future contracted annual services if a multi-year contract must be terminated early. See section 25.B. of Appendix B1. The City expects to negotiate terms for annual services that include the City's right to non-renew or cancel on at least an annual basis, with prior written notice to the vendor, without penalty. Where the City agrees to pay annual fees in advance, such as maintenance, hosting or subscription fees, the City does not expect such fees to be refunded in the event of an early termination.

**Click-through EULAs, TOS, TOU and Confidentiality Agreements:** Please be aware that our employees are not authorized to bind the City of Madison to contractual terms and therefore, cannot click to accept any end-user license agreements, terms of service, terms of use, privacy policies, or other click-through legal terms. The selected vendor must agree to negotiate any such terms to the City's satisfaction and provide executable copies for signature rather than using click-through agreements. Likewise, the City does not compel its employees to sign confidentiality agreements protecting the contractor's confidential information, rather, we will negotiate any needed confidentiality provisions on behalf of the City as a whole.

**NDAs:** Due to obligations under public records laws, the City of Madison does not sign non-disclosure agreements and does not compel our employees to sign them. Any confidentiality concerns will be handled as part of negotiated confidentiality provisions in the resulting contract.

**Online Terms of Use applicable to external users (the public):** The City of Madison takes seriously the privacy and the legal exposure of members of the public who are accessing City services through your system. When applicable, we expect to review all online Terms of Use, Privacy Policies and other legal terms that apply to external users and expect the ability to modify such terms if needed.

**IT Network Connection Policy:** The policy linked below applies and will be incorporated into the contract if any portion of the services or system will require the vendor to make a connection to the City's network: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc>

## 2 DESCRIPTION OF SERVICES/COMMODITIES

### 2.1 Background

Grid-interactive efficient buildings (GEBs) offer an integrated approach to coordinating building energy loads for cost savings, continuous demand management, and to optimize energy use for additional grid services. Advanced controls enable flexibility regarding when and how building electrical and thermal loads are operated. In an optimized manner, GEBs can mitigate peak demand challenges, enhance grid reliability/energy resiliency, and balance the supply of renewable energy generation. Buildings offer a unique opportunity for cost-effective demand-side management because they are the nation's primary users of electricity and building energy use drives a comparable share of peak power demand.

However, many of these loads are flexible to some degree; with proper communications and controls, loads can be managed to draw electricity at specific times and at different levels, while still meeting occupant productivity and comfort requirements. The US Department of Energy's (DOE) Building Technologies Office has been seeking to build on existing energy efficiency efforts to optimize the interplay among energy efficiency, demand response, behind-the-meter generation and energy storage to increase the flexibility of demand-side management, all enabled through smart controls. This results in a lower, "flatter," more flexible energy load profile, which in turn delivers a more resilient and productive building, optimizes capital investments, reduces operating costs, and provides access to new revenue. (Rocky Mountain Institute, Grid-Interactive Efficient Buildings (GEBs) - RMI)

The DOE is deploying and testing the GEB concept through their Connected Communities funding program, and the City of Madison and local utility Madison Gas and Electric (MGE) have been selected to receive funding as participants. This program will demonstrate not just one but groups of buildings combined with other types of distributed energy resources (DERs), such as electric vehicle (EV) charging and photovoltaic (PV) generation to reliably and cost-effectively serve as grid assets by strategically deploying efficiency and demand flexibility. Implementing partners on the DOE project include the City, MGE, Slipstream, RMI, ACEEE, and bluEvolution.

### 2.2 Introduction to City of Madison Pilot

Through this Grid-interactive Efficient Building pilot, GEB platforms will first be deployed in City buildings and then, if successful, to local businesses through an MGE program. The City is soliciting fully fixed-priced responses to this request for proposal from qualified companies with building operating systems/solutions that incorporate functionalities of Energy Management Information Systems (EMIS), Demand/Peak Load Management and Grid-interactive Efficient Building (GEB) platforms. In the context of this pilot, the awarded vendor's solution will deploy across several City-owned buildings, information for which is provided in later sections of the RFP document. The ideal platform would interface with, monitor, and control the following behind-the-meter distributed energy resources (DER) including: building automation systems (BAS), networked lighting systems, electric vehicle supply equipment (EVSE), photovoltaic (PV) inverters, and battery energy storage systems (BESS.)

### 2.3 Scope of Work

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors to provide a turnkey Energy Management Information System (EMIS) solution for the optimization of building performance and automation of electric demand savings. This project is in alignment with the U.S. Department of Energy's National Labs research on energy management systems and Grid-interconnected Efficient Buildings, which emphasizes the role of these technologies in managing grid-wide electricity demand curves and contributing to a more resilient and efficient power grid.

The term "turnkey" in this context means that the selected vendor will deliver all necessary software and hardware components for the EMIS to function with existing building and Distributed Energy Resources (DER) systems, complete installation or delivery as a service of those components, design and implement

all required strategies to execute load shedding and load shifting, write and enable programming with existing building systems such as BAS, lighting, and metering, predict building peak demand, and control DERs to the extent necessary to implement their strategies for demand management and Automated Demand Response (ADR).

The proposed solution must seamlessly integrate with the existing BAS and be capable of incorporating data from third-party sources, such as weather data and building-installed sensors. Furthermore, the solution should have the ability to interface with grid services and MGE (the local utility) or other third-party signal provider, including receiving and sending demand response signals (such as ADR 2.0) from and to utilities, grid operators, or Demand Response (DR) / Distributed Energy Resources (DER) aggregators. This capability is essential, as the U.S. Department of Energy's National Labs have highlighted the importance of energy management systems and Grid-Interactive Efficient Buildings in facilitating more dynamic interactions with the grid to optimize electricity demand management and support grid stability.

The vendor is required to provide a comprehensive solution, including any necessary subcontracting for aspects of the project that they cannot self-perform. All subcontractor costs must be included in the vendor's final, fixed price proposal. The selected vendor will be responsible for the implementation, integration, and ongoing support of the EMIS solution, ensuring that it meets the project's objectives and requirements.

The ideal platform must interface with various behind-the-meter systems, demand response technologies, and distributed energy resources, including but not limited to HVAC equipment, networked lighting systems, electric vehicle supply equipment (EVSE), photovoltaic (PV) inverters, and battery energy storage systems (BESS). The platform should enable monitoring and visualization of system data, provide analytics (including peak demand prediction), and facilitate automated supervisory control of system functions based on the analytics. Furthermore, the solution shall use advanced algorithmic based programming such as machine learning to automate strategies integral to core GEB objectives, which including demand limiting, demand response, load shifting, and DER optimization. The successful vendor will collaborate closely with the client to ensure that the proposed EMIS solution meets these objectives and can adapt to future requirements or changes in the building's systems or infrastructure.

The remainder of this section states the desired energy and grid outcomes associated with each DER and GEB element in the City's pilot. Part 4 of this RFP describes where these systems exist and detailed information on each for each specific facility in the pilot.

### **2.3.1 HVAC Equipment**

**Energy efficiency.** Electricity and natural gas savings will be realized through improving existing HVAC control sequences via system analytics, fault detection, and basic retrocommissioning informed by visualization from the EMIS.

**Load shed.** Demand reduction will occur during demand response events (i.e. next weekday from 2 to 4 pm) via an ADR signal. An ADR signal will be sent to the HVAC system. HVAC load shed sequences defined during GEB implementation will be implemented during the demand response event, reducing the electric power demand of the buildings' fans, pumps, chillers, cooling compressors, and cooling towers.

### **2.3.2 Networked Lighting Systems**

**Load shed.** The same ADR signal will also be sent to the NLC systems. During the demand response events, pre-defined lighting control sequences including reductions in light levels will be implemented, thereby reducing the electric power demand of the lighting.

### **2.3.3 Holistic DER Management**

**Continuous Demand Management.** An Energy Management Information System with Automated System Optimization will be deployed. This system will be capable of managing electric power across

multiple DERs. This system will predict near-future conditions that are likely to set a new peak demand for the building in each billing period. It will then implement controls across the controlled DERs to minimize or eliminate any increase in monthly peak demand.

#### **2.3.4 Electric Vehicle Supply Equipment**

**Load shift.** Electric vehicle managed charging will shift existing EV charging from periods of high electricity costs to periods of low electricity costs, while ensuring that EVs are sufficiently charged according to their typically scheduled usage.

**Load shed.** To the extent that other assets are not sufficient to meet demand response requirements, short-term cessation of EV charging in response to an ADR signal may be an option.

#### **2.3.5 Battery Energy Storage Systems**

**Load shift.** Behind-the-meter BESS will be installed and operated to charge and discharge to minimize utility bill costs or carbon emissions. A minimum amount of charge should always be maintained to provide resiliency. BESS inverters may also be capable of providing some smart inverter functionality.

**Load shed.** Where other assets are not sufficient to meet demand response requirement, the BESS can be charged and/or discharged in response to an ADR signal to reduce the net load of a given building.

#### **2.3.6 Solar PV Smart Inverters**

**Data access.** The existing SolarEdge inverters are all CA Rule 21 compliant. The project team is in the process of defining the specific smart inverter functionality that will be demonstrated as a part of this project, however it is anticipated that all functions will be autonomous or implemented through utility or aggregator control. Thus, it is not expected that vendors would need to command inverters; however, the ability to read inverter power production in real time is required to support the other GEB functionality.

### **2.4 Criteria for Selection**

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest, technical capability, demonstrable experience, and acceptable pricing to deliver on an EMIS/GEB solution for the City's project.

Proposals will be scored as indicated in Section 3 below by a small team of subject matter experts including but not limited to: City Engineering, City IT, Madison Gas and Electric, Slipstream and bluEvolution. If after scoring the proposals, there is a clear top scoring team a selection will be made. If several proposals score highly, an interview process for the finalists, along with a second round of scoring, would be used to select the winning proposal.

Scoring is as follows:

- 30% Cost (lowest total cost proposal gets full points. Prorated for proposals with higher cost)
- 5% Local Vendor Preference (all or nothing)
- 40% Technical Question Response (scored by subject matter experts)
- 25% Capabilities (scored by subject matter experts)

2.5 Facilities included

Table 1 and Table 2 summarize the different DER and GEB elements applicable to a given facility. Table 1 covers facilities where full EMIS integration with building systems (e.g. HVAC, etc.) will be necessary; Table 2 covers facilities where more targeted DER-only integration may suffice to save on effort and cost (though if full EMIS integration is just as easy, that is fine). Part 4 of this RFP describes significantly more detail on all these facilities.

Table 1: DER and GEB elements by facility; full-building EMIS integration with building systems.

	Size (ft <sup>2</sup> )	Building Automation System	HVAC: Efficiency	HVAC: Load Shed	Lighting: Load Shed	EVSE: Load Shift/shed	BESS: Load Shift/shed	Cont. Demand Management	SolarEdge Smart Inverters – data access
Madison Muni Building	82,592	Honeywell Tridium N4	X	X	X	X		X	X
Engineering Operations	13,265*	Honeywell Tridium N4	X	X	X	X	X	X	X
Fleet Headquarters	13,269**	Honeywell Tridium N4				X	X		X
Midtown Police District	31,071	Honeywell Tridium N4	X	X				X	X
Warner Park Rec Center	31,200	Honeywell Tridium N4	X	X				X	X

\*Square footage of fully conditioned and automated building space shown; total area is 68,265 when including vehicle garage.

\*\*Square footage of fully conditioned and automated building space shown; total area is 117,946 when including vehicle maintenance bays.

Table 2: DER elements by facility; for more targeted DER-level integration.

	Size (ft <sup>2</sup> )	Building Automation System	HVAC: Efficiency	HVAC: Load Shed	Lighting: Load Shed	EVSE: Load Shift/shed	BESS: Load Shift/shed	Cont. Demand Management	SolarEdge Smart Inverters – data access
Streets West	10,937*	Honeywell Tridium N4			X		X		X
Fire Station 14	21,829	Honeywell Tridium N4					X		X

\*Square footage of fully conditioned and automated building space shown; total area is 75,922 when including vehicle garage.

**A note on BESS:** The City does not currently have any BESS, and the project team is in the process of procuring BESS as part of this pilot. Vendors may provide feedback on vendors or requirements for a BESS to support the City in meeting the goals of this project.

**A note on lighting:** The project team is in the process of procuring new lighting systems for efficiency as part of this pilot. Vendors may provide feedback on vendors or requirements for a Network Lighting System to support the City in meeting the goals of this project.

## 2.6 Terms of work

The installation and commissioning of the EMIS system runs from November 2023 thru April 2024. Additional lighting and battery hardware will be installed later in 2024 and the EMIS will be integrated with those new systems at that time. The other project partners will then monitor system performance from May 2024 thru January 2026.

Installation for all telecommunications and ICT cabling should follow ANSI/BICSI N1-2019

<https://www.bicsi.org/standards/available-standards-store/single-purchase/ansi-bicsi-n1-2019-installation-practices-for-telecommunications-and-ict-cabling-and-related-cabling-infrastructure>

To get access to systems owned and managed by the City of Madison, all relevant City IT policies and guidelines must be adhered to and are required to be followed in relation to any work performed under this RFP. The following documents contain the official policy of the City regarding the appropriate use of City networks and a directory of technology standards. Reference Administrative Procedure Memorandum No. 3-9, 3-20, and Network Connection Agreement:

<https://www.cityofmadison.com/mayor/apm/3-9.pdf>

<https://www.cityofmadison.com/mayor/apm/3-20.pdf>

<https://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc>

All relevant City of Madison IT policies and guidance can be accessed here: <https://www.cityofmadison.com/employeeenet/information-technology/policies-standards>

Vendor will verify with the City of Madison and their building automation provider (South Town Refrigeration dba ControlWorks) that any programming that negates or interrupts existing programming is acceptable.

Contact is Marquis Harding  
[mharding@controlworks-bas.com](mailto:mharding@controlworks-bas.com)  
608-347-6108

Finally, state your assumptions of the volume and level of effort of any control sequence programming required to reach the *Project outcomes* above.

## 2.7 Site Walkthrough and Virtual Tour

If vendors need to tour the facilities in question before providing their bid, two options are available for further information gathering.

First, an optional walkthrough can be provided on Wednesday June 7, 2023 at 10a-12p at 215 Martin Luther King Jr Blvd (Madison Municipal Building as a sample building)

And second, a two-hour virtual tour can provided on Thursday June 8, 2023 at 10a-12p in which we will provide a tour of just the digital interfaces for each facility that are currently available for remote access (includes BAS, current EVSE management, Solar Inverters and Lighting Control at Madison Municipal Building)



### 3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

#### 3.1 Cost (30%)

See Form D. Submitted separately.

#### 3.2 Local Vendor Preference (5%)

See Section 1.15

#### 3.3 Technical Questions (40%)

The responses to the questions below count for 40% of the scoring. Weighting for each is listed.

1. (5%) Describe and/or insert a diagram to show your methods and architecture for integrating your solution with the City's building automation systems as described in the *Background* section.
2. (5%) Describe and/or insert a diagram to show your methods and architecture for integrating your solution with the City's EVSE and battery energy storage systems as described in the *Background* section. For battery energy storage systems, state how you'd propose the project determine optimal charge and discharge operations, using your solution as applicable.
3. (5%) Describe who will perform the following tasks on the project:
  - a. Integration of your solution with the BAS
  - b. Fault detection (if applicable) algorithm development/selection
  - c. Controls programming for any energy efficiency measures identified by the solution
  - d. Development of algorithms for continuous demand management and load shed for building systems such as HVAC and lighting
  - e. Development of algorithms for continuous demand management, load shed, and load shift for DERs such as EVs and BESS
  - f. Programming those algorithms into controls
4. (5%) Please provide as attachments lists and descriptions of previous project(s) that your solution has been applied to that have similarities to the City's pilot projects. Please provide at least two references that can be called upon to provide testimonial to your company's work.
5. (5%) Explain your methodology for developing algorithms for continuous demand management and load shedding for building systems. Please provide case studies or examples of previous projects where your algorithms have successfully managed demand and achieved energy savings.
6. (5%) Describe your process for developing algorithms for continuous demand management, load shedding, and load shifting for Distributed Energy Resources (DERs). Provide examples of how your algorithms have been successfully implemented in previous projects and the impact on energy demand and savings.
7. (5%) This pilot could lead to scaling across 1) dozens of City facilities or 2) a number of Madison Gas and Electric utility customers. Describe how much your solution implementation gets streamlined once it is scaled, including how you'd consider economies of scale in reducing pricing for a larger number of buildings. Also describe ability to interface with different types and manufacturers of building automation systems, lighting control systems, inverters, EVSE and BESS.
8. (5%) Can your solution currently communicate via OpenADR with end users? If not, describe the specific development steps it would take to get there. Also, list any other external signals (IEEE 2030.5, SCADA, DNP3, APIs) you are able to take as input.

### 3.4 Capabilities (25%)

Please reference Appendix D.

### 3.5 Forms

1. Form A – Signature Affidavit
2. Form B – Receipt Forms and Submittal Checklist
3. Form C – Contractor Profile Information
4. Form D – Cost Proposal
5. Form E - References

## 4 BACKGROUND ON CITY OF MADISON FACILITIES

This section provides an overview of the buildings and existing systems that will be affected by this project. Note that all buildings are in MGE service territory and are therefore in Climate Zone 6A.<sup>1</sup> These buildings are all owned and operated by City of Madison staff.

### 4.1 Madison Municipal Building

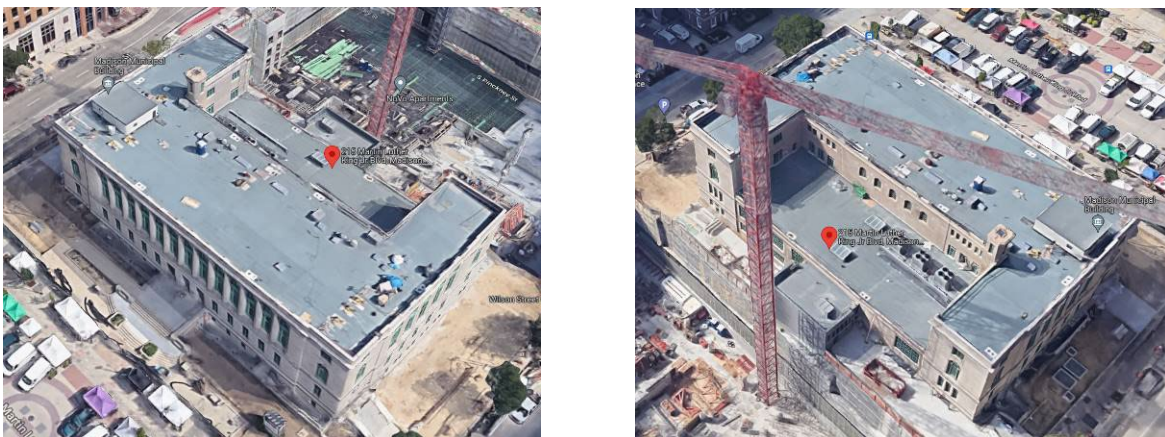
215 Martin Luther King Jr Boulevard  
Madison, WI 53703

The Madison Municipal Building (MMB) is 82,592 square foot office building. It was originally built in 1927 and had a near total system renovation in 2018. These retrofits were designed to comply with IECC 2012 and with the building's designation as a historic structure. The building is occupied Monday thru Friday from 7 am to 5 pm with weekday evening meetings thru 9 pm.

Figure 1: Madison Municipal Building main entrance and southwest façade.



Figure 2: Madison Municipal Building aerial imagery (taken during renovation).



<sup>1</sup> ASHRAE Standard 169-2013

The building's HVAC systems include 4 air handling units (AHU) with energy recovery ventilators (ERV). The air distribution is variable air volume (VAV) with hot water (HW) reheat. Cooling is provided by 3 air-cooled chillers with an efficiency of 12 EER. Chilled water (CHW) is distributed to cooling coils in the AHUs by 3 primary and 2 secondary, variable speed CHW pumps. Heating is provided by 2 natural-gas fired boilers with an efficiency of 90%+. HW is distributed to heating coils in the AHUs, reheat coils in the VAV boxes, and perimeter radiators by 2 variable speed HW pumps. An air-side economizer provides free cooling at outdoor air drybulb temperatures below 65 °F. The BAS is Honeywell Tridium running Niagara version N4.10. End-point communications utilize BacNET IP. There are 2 JACES onsite connecting to the N4 virtual server.

The building's lighting system is entirely LED with networked lighting controls including occupancy and photocontrol. The lighting controls are Lutron Vive.

The building has a 28.8 kW DC behind-the-meter photovoltaic array served by SolarEdge inverters.

The parking structure adjacent to MMB has 10 EnelX JuiceBox Premium EV chargers. At 212 V and a current limit of 16 A, the chargers total approximate electric demand is 34 kW. Note that since these chargers are in an adjacent parking structure, they are not on the MMB electric meter.

The building's electric demand, energy and power quality are measured with a SquareD/Schneider Electric PM5000 meter.

## 4.2 Engineering Operations

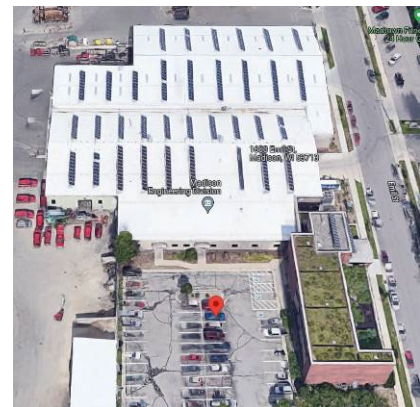
1600 Emil Street  
Madison, WI 53713

Engineering Operations is a 68,265 square foot building with significant office (13,265 square feet) and vehicle garage (55,000 square feet) areas. It was originally built in 2006 with multiple additions and renovations since. These retrofits were designed to comply with IECC 2012. The building is occupied Monday thru Friday from 6 am to 4 pm.

Figure 3: Engineering Operations main entrance and south facade.



Figure 4: Engineering Operations aerial imagery.



The office's HVAC systems include 1 AHUs. The air distribution is VAV with HW reheat. Cooling is provided by direct expansion within the AHUs with an efficiency of 12 EER. Heating is provided by 2 natural-gas fired boiler with an efficiency of 90%+. HW is distributed to heating coils in the AHUs, reheat coils in the VAV boxes, 2 variable speed HW pumps. An air-side economizer provides free cooling at outdoor air drybulb temperatures below 65 °F. The Building Automation System (BAS) is Honeywell Tridium running Niagara version N4.10. End-point communications utilize BacNET IP. There are 2 JACES onsite connecting to the N4 virtual server. The vehicle garage is heating-only. Heating and ventilation is provided by gas-fired makeup air units.

The office's lighting system is approximately half LED and half fluorescent T-8s. The LEDs are manually controlled with continuous dimming. The fluorescent T-8s have zone-based occupancy and daylighting controls provided by Leviton. The vehicle garage's lighting is fluorescent T-8 with manual controls.

The building has three separate behind-the-meter PV arrays totaling 109 kW DC. They are served by Fronius, SMA and SolarEdge inverters. An additional 35.4 kW DC array is being added to the building, also using SolarEdge inverters. For the demonstration, integration with the SolarEdge inverters is prioritized.

The building has 8 EneIX JuiceBox Premium EV chargers. At 207 V and current limits of 20, 28 and 32 A, the chargers approximate total electric demand is 49.7 kW, respectively.

The building does not currently have an electric demand, energy and power quality meter.

### 4.3 Streets West

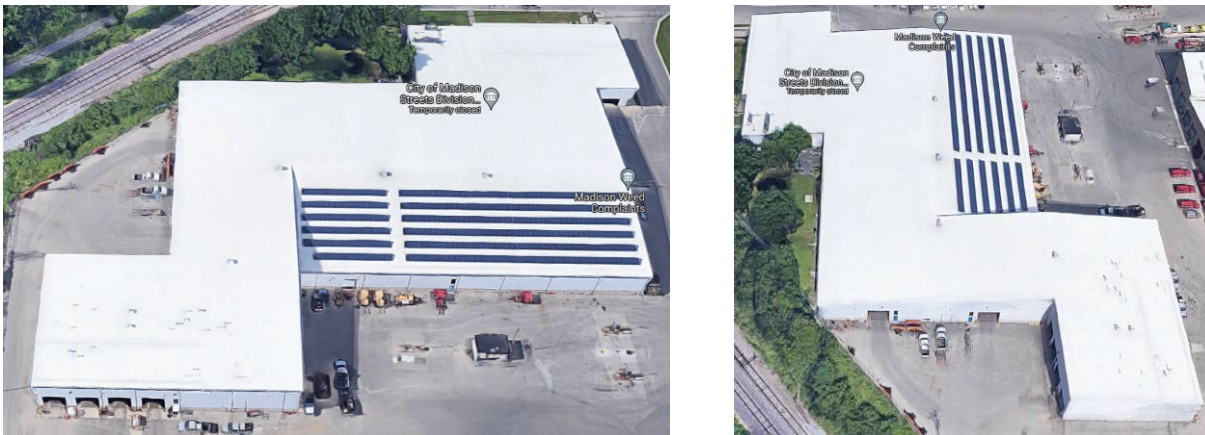
1501 W Badger Rd  
Madison, WI 53713

Streets West is a 75,922 square foot building with significant office (10,937 square feet) and vehicle garage (64,985 square feet) areas. It was originally built in 1981 with ongoing renovations. These retrofits will be designed to comply with IECC 2012. The building is occupied Monday thru Friday from 6 am to 4 pm and is particularly active during snow emergencies.

Figure 5: Streets West main entrance and south façade.



Figure 6: Streets West aerial imagery.



The office's HVAC systems includes a multizone AHU and several furnaces. The locker rooms are served by a multizone VAV AHU. The air distribution for the office is CAV with a hot deck/cold deck arrangement. The air distribution for the locker rooms is VAV with reheat. Cooling for all systems is provided by direct expansion within the AHUs and furnaces with an efficiency of 10 EER. Heating is provided by 2 natural-gas fired boiler with an efficiency of 80% or directly in the furnaces at 80-90%. HW is distributed to heating coils in the AHUs by 2 constant speed HW pumps. An air-side economizer provides free cooling at outdoor air drybulb temperatures below 60 °F. The BAS is Honeywell Tridium running Niagara version N4.10. End-point communications utilize BacNET IP. Building automation system controls in this facility vary from others in that some pneumatic controls still operate, and some HVAC equipment has not been integrated into the Honeywell BAS. There are 3 JACES onsite connecting to the N4 virtual server. The vehicle garage is heating-only. Heating and ventilation is provided by gas-fired makeup air units.

The building's lighting system is fluorescent T-8s with manual controls.

The building has two separate behind-the-meter PV arrays totaling 299 kW DC. They are served by Fronius and SolarEdge inverters. An additional array is being added to the building, also using SolarEdge inverters. For the demonstration, integration with the SolarEdge inverters is prioritized.

The building has 1 EnelX JuiceBox Pro 32 EV charger. At 207 V and current limit of 16 A, the chargers approximate total electric demand is 3.3 kW.

The building's electric demand, energy and power quality are measured with a SquareD/Schneider Electric PM5000 meter.



#### 4.4 Fleet Headquarters

4151 Nakoosa Trail  
Madison, WI 53714

Fleet Headquarters is a 117,946 square foot building with significant vehicle maintenance (92,666 square feet) and minor office (13,269 square feet) areas. It was built in 2019 and designed to comply with IECC 2015. The building is occupied Monday thru Friday from 6 am to 4 pm and with occasional Saturday morning shifts.

Figure 7: Fleet Headquarters main entrance and northwest facade.



Figure 8: Fleet Headquarters aerial imagery (taken during construction).



The office's HVAC systems includes 2 AHUs. The air distribution is VAV with HW reheat. Cooling is provided by direct expansion within the AHUs with an efficiency of 12.3-13 EER. Heating is provided by 2 natural-gas fired boiler with an efficiency of 93%. HW is distributed to heating coils in the AHUs and reheat coils in the VAV boxes by 4 variable speed HW pumps. An air-side economizer provides free cooling at outdoor air drybulb temperatures below 65 °F. The vehicle maintenance areas are heating-only. Heating is provided by in-floor hydronic radiation and ventilation is provided by makeup air units with energy recovery ventilation. A solar water heating system provides a portion of the heat used by the radiant floor, reheat, and domestic hot water systems. The BAS is Honeywell Tridium running Niagara version N4.10. End-point communications utilize BacNET IP. There are 2 JACES onsite connecting to the N4 virtual server.

The building's lighting system is LED with occupancy and daylighting controls by Electronic Theatre Controls.

The building has two separate behind-the-meter PV arrays totaling 321 kW DC. They are served by SolarEdge inverters.

The building has 3 EnelX JuiceBox Pro 32 EV chargers. At 212 V and current limits of 16 A, the chargers approximate total electric demand is 10.1 kW. Two additional Juicebox chargers will be added in 2023.

The building's electric demand, energy and power quality are measured with a SquareD/Schneider Electric PM5000 meter.

4.5 Fire Station 14

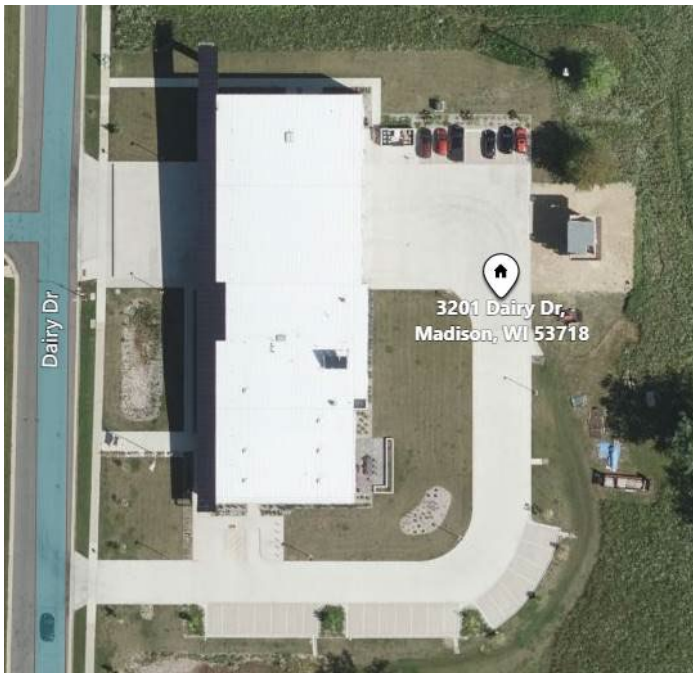
3201 Dairy Drive  
Madison, WI 53718

Fire Station 14 is a 21,829 square foot fire station with vehicle bays, living quarters and meeting spaces. It was built in 2019 and designed to comply with IECC 2012. The building is occupied 24/7.

Figure 9: Fire Station 14 main entrance and west facade.



Figure 10: Fire Station 14 aerial imagery.



The HVAC system includes 1 AHUs with energy recovery ventilation. The air distribution is VAV with no reheat. Cooling and heating is provided by a ground source heat pump with an efficiency of approximately 15 EER. Borefield balancing is provided by 2 natural-gas fired boilers with an efficiency of 93%. HW is also distributed to in-floor radiant heating through the facility via 4 variable speed HW pumps. An air-side economizer provides free cooling at outdoor air drybulb temperatures below 65 °F. The vehicle bays are heating-only. Heating is provided by in-floor hydronic radiation and ventilation is provided by make-up air units with energy recovery ventilation. A solar water heating system provides a portion of the heat used by the radiant floor and domestic hot water systems. The BAS is Honeywell Tridium running Niagara version N4.10. End-point communications utilize BacNET IP. There is 1 JACE onsite connecting to the N4 virtual server.

The building's lighting system is LED with occupancy and daylighting controls via line voltage.

The building has two separate behind-the-meter PV arrays totaling 154 kW DC. They are served by SolarEdge inverters.

The building's electric demand, energy and power quality are measured with a GE AMP1 meter.

#### 4.6 Midtown Police District

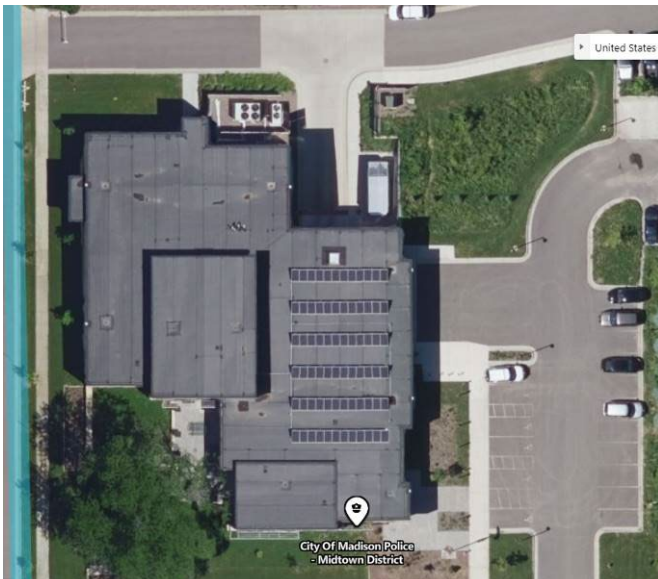
4020 Mineral Point Road  
Madison, WI 53705

The Midtown Police District is a 31,071 square foot police station. It is comprised of open office, private office, and conference spaces. It also includes locker rooms, a small detainment area, and enclosed parking garage. It was completed in 2018 and designed to comply with IECC 2012. The building is occupied 24/7. However, it is only sparsely occupied outside of typical office hours since police officers are typically on patrol.

Figure 11: Midtown Police District main entrance and south façade.



Figure 12: Midtown Police District aerial imagery.



The building's HVAC systems include 1 AHU with ERV. The air distribution is VAV with no reheat. Cooling is provided by 2 external condensing units with a cooling efficiency of approximately 12 EER. Heating is provided by 2 natural-gas fired boilers with an efficiency of 90%+. HW is distributed to perimeter/ceiling radiators by 2 variable speed HW pumps. An air-side economizer provides free cooling at outdoor air drybulb temperatures below 65 °F. The BAS is Honeywell Tridium running Niagara version N4.10. End-point communications utilize BacNET IP. There is 1 JACE onsite connecting to the N4 virtual server.

The building's lighting system is entirely LED with zone based, wireless controls including occupancy and photocontrol.

The building has a 22 kW DC behind-the-meter photovoltaic array served by SolarEdge inverters.

The building has 1 EnelX JuiceBox Premium v8.6 EV charger. At 208 V and current limits of 32 A, the chargers approximate total electric demand is 6.7 kW.

The building's electric demand, energy and power quality are measured with a SquareD/Schneider Electric PM5000 meter.

#### 4.7 Warner Park Community Recreation Center

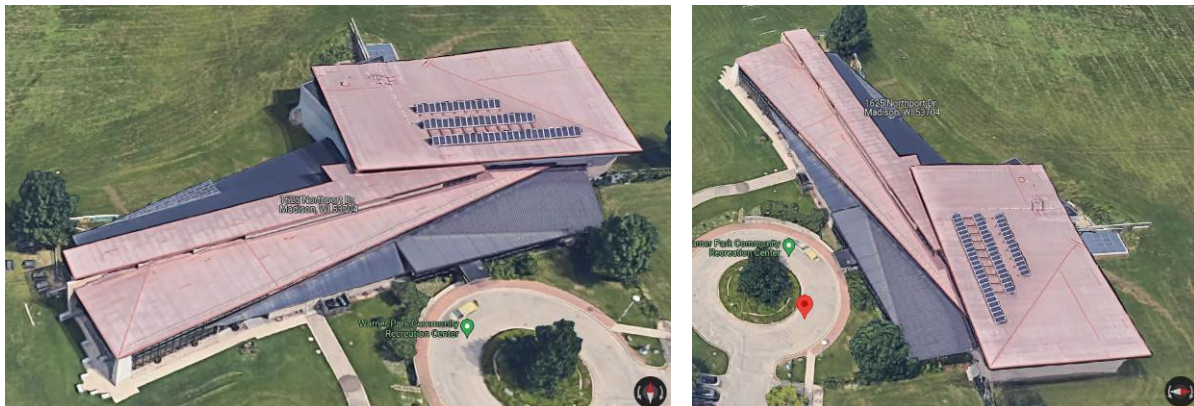
1625 Northport Dr  
Madison, WI 53704

The Warner Park Community Recreation Center is a 31,200 square foot community center. It includes open and private offices, meeting and conference spaces, a workout facility, and a gymnasium. It was completed in 1998. An addition including an additional gymnasium is planned for 2024. The building is occupied weekdays from 8 am to 8 pm, Saturdays from 8 am to 6 pm, and Sundays from 11 am to 6 pm. The occupancy levels vary significantly with programming and events.

Figure 13: Warner Park Community Recreation Center main entrance and south façade.



Figure 14: Warner Park Community Recreation Center aerial imagery.



The building's HVAC systems include 2 AHUs. The air distribution is VAV with HW reheat. An additional constant volume AHU serves the gymnasium. Cooling is provided by 1 air-cooled chiller. CHW is distributed to cooling coils in the AHUs by 2 constant speed CHW pumps. Heating is provided by 2 natural-gas fired boilers with an efficiency of 90%+. HW is distributed heating coils in the AHUs and reheat coils in

the VAV boxes by 2 constant speed HW pumps. An air-side economizer provides free cooling at outdoor air drybulb temperatures below 65 °F. The BAS is Honeywell Tridium running Niagara version N4.10. End-point communications utilize BacNET IP. There is 1 JACE onsite connecting to the N4 virtual server.

An addition is planned in Spring 2025. The addition will include a new gymnasium. A new AHU will serve the new gymnasium. The existing chiller, CHW pumps and HW pumps will likely be replaced as part of this project. In addition, the pumps will likely be upgraded to variable speed.

The building's lighting system is entirely LED with zone based, wireless controls including occupancy control.

The building has a 40 kW DC behind-the-meter photovoltaic array served by SolarEdge inverters.

There are currently no electric vehicle chargers at this site.

The building's electric demand, energy and power quality are measured with a SquareD/Schneider Electric PM5000 meter.



#### 4.8 Utility Rate Structures

The CG-2 electric tariff is for commercial buildings with a maximum 15-minute demand in excess 200 kW. Table 3 summarizes the various charges associated with this tariff.

Table 3: MGE CG-2 electric tariff summary.

Unit	Summer	Winter	Description
\$/day	\$14.5000	\$14.5000	service charge
\$/kW/day	\$0.10600	\$0.10600	distribution, demand charge
\$/kWh	\$0.01470	\$0.01470	distribution charge
\$/kW/day	\$0.47463	\$0.39230	electricity, demand charge
\$/kWh	\$0.06894	\$0.06894	base (for all kWh)
\$/kWh	\$0.02177	\$0.02154	on-peak period 1 (in addition to base)
\$/kWh	\$0.03103	\$0.01880	on-peak period 2 (in addition to base)
\$/kWh	\$0.02587	\$0.02294	on-peak period 3 (in addition to base)

Note that the summer period is from June 1 thru September 30. The winter period is for all other months of the year. The on-peak period 1 is weekdays from 10 am to 1 pm, the on-peak period 2 is from 1 pm to 6 pm, and the on-peak period 3 is from 6 pm to 9 pm. Note that on-peak periods do not include holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).

The CG-4 electric tariff is for commercial buildings with a maximum 15-minute demand in excess of 20 kW, but no more than 200 kW. Table 4 summarizes the various charges associated with this tariff.

Table 4: MGE CG-4 electric tariff summary.

Unit	Summer	Winter	Description
\$/day	\$6.31090	\$6.31090	service charge
\$/kW/day	\$0.08480	\$0.08480	distribution, demand charge
\$/kWh	\$0.01590	\$0.01590	distribution charge
\$/kW/day	\$0.42653	\$0.34931	electricity, demand charge
\$/kWh	\$0.06043	\$0.06043	base (for all kWh)
\$/kWh	\$0.01849	\$0.01826	on-peak period 1 (in addition to base)
\$/kWh	\$0.02775	\$0.01552	on-peak period 2 (in addition to base)
\$/kWh	\$0.02259	\$0.01966	on-peak period 3 (in addition to base)

The CG-5 electric tariff is for commercial buildings with a maximum 15-minute demand no more than 20 kW. Table 5 summarizes the various charges associated with this tariff.

Table 5: MGE CG-5 electric tariff summary.

Unit	Summer	Winter	Description
\$/day	\$0.78584	\$0.78584	service charge
\$/kWh	\$0.02947	\$0.02947	distribution charge
\$/kWh	\$0.09648	\$0.09648	base (for all kWh)

MGE's GSD-1/FS-1 natural gas tariff is for commercial buildings with less than 25,000 therms in 12 consecutive months. It includes a \$0.80/day customer service charge, a \$0.196/therm distribution charge, a \$0.0144/therm administrative charge, and a \$0.8638/therm natural gas service charge.

MGE's GSD-2/FS-1 natural gas tariff is for commercial buildings with who use at least 25,000 therms but less than 200,000 therms in 12 consecutive months. It includes a \$3.7196/day customer service charge, a \$0.1437/therm distribution charge, a \$0.0119/therm administrative charge, and a \$0.8638/therm natural gas service charge.

Note that these utility rates are current as of December 2022.

Table 6 summarizes the applicable tariff for each building.

Table 6: Applicable tariff by building.

Site	Electric Tariff	Gas Tariff
Fleet Headquarters	CG-2	GSD-2/FS-1
Madison Municipal Building	CG-4	GSD-2/FS-1
Fire Station 14	CG-4	GSD-1/FS-1
Midtown Police District	CG-4	GSD-1/FS-1
Engineering Operations	CG-4	GSD-2/FS-1
Streets West	CG-4, CG-5	GSD-1/FS-1, GSD-2/FS-1
Warner Park Community Recreation Center	CG-4, CG-5	GSD-1/FS-1

Note that buildings with more than one tariff have multiple meters. A preliminary analysis of electricity charges indicated that demand charges are significant, but not majority, portion of the utility bill.



## Form A: Signature Affidavit

**RFP #: 12036-0-2023-BP Integration and Automation  
Platform for Grid-Interactive Efficient Buildings (GEB)**

*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 #: 12036-0-2023-BP Integration and Automation Platform for Grid-Interactive Efficient Buildings (GEB)**

*This form must be returned with your response.*

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

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B1: Sample Contract for Purchase of Services for Software/Technology	N/A	
Appendix B2: Addendum to Software License Agreement	N/A	
Appendix C: Information Technology Department Software Acquisition Requirements	N/A submittal would be required prior to award of a contract	
Appendix D: Capabilities		
Addendum #		

---

COMPANY NAME



# Form C: Vendor Profile

## RFP #: 12036-0-2023-BP Integration and Automation Platform for Grid-Interactive Efficient Buildings (GEB)

*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

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

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

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

### RFP #: 12036-0-2023-BP Integration and Automation Platform for Grid-Interactive Efficient Buildings (GEB)

*This form must be returned with your response.*

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

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

Include all the different costs that tend to be billed by your firm necessary for implementation, including software, hardware, integration, data commissioning, and other services. Include an itemized list of all direct and indirect costs, and break costs into major categories as follows:

- **First cost**
  - Software setup (licensing, configuration, training, programming)
  - Sensing, communication, and metering hardware
  - Commissioning of your product and its integration
- **Recurring costs**
  - Ongoing software fees (licensing, hosting, maintenance, updates)
  - Service provider fees needed to support the type of scenario and staffing described by the City (specify what type or level of service is assumed)
- **Other costs, possible optional costs**
  - Additional optional or bundled services or fees such as account licenses above the minimum stated in the proposal
  - Costs to add additional points or systems beyond what is specified in this RFP
  - Any other costs

*Be sure to include any third-party services that will be needed to implement your solution in the items above, including integration and controls programming*

Any pricing increases or additions must be agreed upon in writing by both parties.

Provide pricing here and attach supporting documentation as necessary.

---

COMPANY NAME



# Form E: References

## RFP #: 12036-0-2023-BP Integration and Automation Platform for Grid-Interactive Efficient Buildings (GEB)

*This form must be returned with your response.*

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

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

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

COMPANY NAME

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

---

COMPANY NAME





## CITY OF MADISON

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 this bid, in whole or in part, at any time for any reason. The City may, in its sole discretion and without any reason, cancel or terminate any contract or purchase order awarded as a result of this bid, in whole or in part, without penalty, by providing ten (10) days written notice thereof to the contractor.
- a. 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.
- b. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

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

12. Specifications.

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

13. Regulatory Compliance.

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

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

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

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

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

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

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

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

20. Affirmative Action.

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

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

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

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

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

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

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

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

\*As determined by the Finance Director

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

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

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

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

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

#### ARTICLE III

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

#### ARTICLE IV

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

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

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

#### ARTICLE V

(This Article applies only to public works contracts.)

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

#### ARTICLE VI

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

#### ARTICLE VII

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

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

#### ARTICLE VIII

(This Article applies to public works contracts only.)

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

#### ARTICLE IX

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

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

or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

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

c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$15,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at [www.municode.com](http://www.municode.com) for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- a. Withholding of payments under an existing contract.
  - b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
  - c. Termination, suspension or cancellation of a contract in whole or in part.
  - d. Nonrenewal when a contract calls for optional renewals.
  - e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
    - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
    - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
  - f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>.
32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).
33. Software & Technology Purchases.
- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

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

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

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

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

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

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

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

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

- c. Exemptions: This section does not apply when:

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

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

**City of Madison**  
**CONTRACT FOR PURCHASE OF SERVICES**  
 (Software/Technology Services)

**1. PARTIES.**

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

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

**2. PURPOSE.**

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

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

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

Attachment A: (name) (List all attachments here by name, and label and attach them, in order.)

Attachment B: (name)

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

**4. TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in exhibit(s) or 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 (complete this sentence by inserting dates or referencing an attachment).

**5. COMPENSATION.**

It is expressly agreed that in no event will the total compensation under this Contract exceed:

- the pricing set forth in \_\_\_\_\_.
- OR  an annual cost of \$\_\_\_\_\_ per year for the term of this Contract.
- OR  annual pricing as follows: Year 1: \_\_\_\_\_  
 Year 2: \_\_\_\_\_  
 Year 3: \_\_\_\_\_  
 Year 4: \_\_\_\_\_  
 Year 5: \_\_\_\_\_

*(Select only 1 box and complete all relevant fields for that box. The first box is designed to reference a contract attachment.)*

**6. BASIS FOR PAYMENT.**

- A. The City will pay the Contractor for the services rendered under this Contract at the Contract price set forth in Section 5.
- B. The Contractor shall submit invoices in a format approved by the City and as may be further specified in attachment(s) listed in Section 3.
- C. The City will pay the Contractor according to the schedule, if any, set forth in attachment(s) listed in Section 3.
- D. If this Contract contains more than one product or service, invoices shall be itemized accordingly.
- E. Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- F. The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or under any other agreement or otherwise.
- G. Compensation in excess of the total price in section 5 will not be allowed unless authorized by an amendment under Section 24, Amendment.
- H. The City will not compensate for unsatisfactory performance by the Contractor.

**7. ASSIGNABILITY, SUBCONTRACTING, DATA CENTERS AND OUTSOURCING.**

Unless expressly stated in the attachment(s) incorporated in Section 3, Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. For purposes of this contract, data centers and third party software providers are considered subcontractors and must be disclosed and expressly approved in writing by the City. Any use of subcontractors shall comply with all provisions of this Contract applicable to subcontractors.

**8. 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.



9. **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, if any, specified in the attachment(s) listed in Section 3. 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. Notwithstanding the foregoing or any other provision in this Contract, the parties agree the Covid-19 pandemic is not an unexpected event that will excuse Contractor from any provision of this Contract or otherwise qualify as a force majeure event, absent the City's express written agreement.

10. **EXTRA SERVICES.**

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.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

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

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

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

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

\*As determined by the Finance Director

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

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

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

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

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

(5) Articles of Agreement:

#### ARTICLE I

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

#### ARTICLE II

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

#### ARTICLE III

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

#### ARTICLE IV

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

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

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

#### ARTICLE V

(This Article applies only to public works contracts.)

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

#### ARTICLE VI

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

#### ARTICLE VII

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

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

**ARTICLE VIII**

(This Article applies to public works contracts only.)

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

**ARTICLE IX**

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

**14. SEVERABILITY.**

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

**15. NOTICES.**

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

FOR THE CITY:

---

(Department or Division Head)

---



---

FOR THE CONTRACTOR:

---



---



---



---

**16. 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, accounting of services rendered, and any other reports or documents relevant to the provision of services under this Contract or the enforcement of its provisions. Such documents shall be provided according to the schedule (if any) included in this Contract, or Any within five (5) business days after Contractor receives the City's written request, 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.

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. **ENTIRE AGREEMENT.**

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

24. **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.

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION.**

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

27. **INSURANCE.**

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

Commercial General Liability. The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory 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.

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/Technology Errors & Omissions. The Contractor shall procure and maintain Professional liability insurance, covering technology errors and omissions, with coverage of not less than \$2,000,000 per claim and in the aggregate. Coverage shall include, but not be limited to, both liability and property loss exposures including technology services, technology products, media content,

network security breaches, extortion threats, crisis management expense, and business interruption and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor. 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 coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

**Cyber Liability.** Contractor shall procure and maintain during the life of this Contract, Cyber and Privacy insurance with limits of not less than \$2,000,000 per claim and in the aggregate. Coverage shall include , but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; and violation of any federal, state or local law or regulation in connection with the protection of information, including coverage for fines and penalties to the extent allowed by applicable law. 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 .

**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. COOPERATION WITH PUBLIC RECORDS REQUESTS, RELEASE OF DATA.

This section 28 applies if any of the services under this Contract include sharing, providing, transmitting, processing, handling, storing, or any other access by the Contractor, whether by electronic or any other means, of "Records" as defined below:

- A. **Records Status Under the Wisconsin Public Records Laws.** In this section, "Records" are as defined in Wis. Stat. §19.32(2) and include Contractor's Records as described in Wis. Stat. §19.36(3). Records fall into two categories: (1) Records prepared by the Contractor in the course of providing services under this Contract that reside with the Contractor during the term of the Contract and (2) Records originating with the City that are provided to Contractor under this Contract. The City is the Custodian of all of the City's Records, including any data and information provided by the City to Contractor under this Contract, and as such, the City shall make a final determination under the Wisconsin Public Records Laws as to whether to allow public inspection or release of such Records. Contractor acknowledges that the City cannot hire a contractor to conduct public business with the purpose or effect of evading the City's responsibilities under the Wisconsin Public Records Laws (Wis. Stat. §§ 19.31-19.37).
- B. **Duty to Cooperate with City Records Custodians.** Contractor shall cooperate and coordinate concerning any requests by third parties brought under the Wisconsin Public Records Laws for inspection or production of Records under this Contract. Contractor agrees to produce any and all records under this Contract that are requested by a City records custodian (defined in Wis. Stats. § 19.33, hereafter, "Custodian") in response to a request received by the City from any member of the public. Contractor shall produce such records within ten (10) business days from the date requested by the Custodian or another mutually agreeable time. At the time such records are delivered to the City the Contractor shall inform the Custodian, in writing, of any and of all reasons Contractor believes that such records, or identified portions thereof, should not be publicly disclosed. The Custodian shall notify the Contractor, in writing, whether s/he agrees or disagrees with such reasoning, of the Custodian's intent to disclose records, the date such disclosure will be made, and the name and address of the requester of the records. The City has no obligation to withhold Records at the request of Contractor, absent a court order.
- If Contractor fails to produce Records as defined above in response to a request from the City resulting from a third party's request under the Open Records laws, or if the City should decide to withhold Records produced under this Contract at the Contractor's request and any third party commences an action against the City of Madison or an officer, official, agent, employee, or its Custodian as a result of this decision, Contractor shall indemnify, defend and hold harmless the City's Records Custodian, the City of Madison, and its officers, officials, agents, and employees from all loss, risk of loss, claims, judgments and damages (including expenses, costs and actual attorney fees), sustained or incurred because or by reason of any claim, demand, suit, action, judgment, execution, for damages for any kind alleged to have been caused by, resulting from, arising out of or in any manner related to the failure to release or produce Records. The City shall give prompt notice of any such claim or action that may trigger Contractor's obligations under this paragraph, using the notice procedures set forth in the Contract.
- C. **Customer's Access To Records And Handling Of Records.** Upon termination or expiration of this Contract, Contractor will allow the City not less than ninety (90) days to export any and all data meeting the definition of "Records" under paragraph 1 and residing on the Contractor's service. The City shall have the right to extract and retrieve all such data in a format acceptable to the City, at no additional cost, during the term of this Contract and for ninety (90) days from the date of termination or expiration.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)
- A. **DEFINITIONS.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
- "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
- "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:
- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
  - (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
  - (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
  - (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
  - (5) Comply with all other provisions of Sec. 39.08, MGO.
- C. **EXEMPTIONS:** This section does not apply when:
- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
  - (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.
- To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.
30. **WEAPONS PROHIBITION.**  
Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
31. **IT NETWORK CONNECTION POLICY.**  
If this Contract includes services such as software support, software maintenance, network services, and/or system development services that 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.
32. **GASB.**  
During the term of this Contract and for twelve (12) months thereafter, Contractor shall provide all information requested by the City and/or its contracted auditor relating to compliance with applicable Government Accountability Standards Board (GASB) standards, including but not limited to GASB Statement No. 87 (Leases) and GASB Statement No. 96 (Subscription-Based Information Technology Arrangements). If applicable, Contractor shall structure its activities, invoices, and record-keeping under this Contract to provide the City with all necessary cost elements for GASB compliance, including but not limited to: Lease Term in Years, Discount Rates, Separates Multiple components (Equipment from Software), Lease Incentives, Buy-Outs, Amendments to the Terms, and cooperate with all other requests of the City and its auditor as the City deems necessary for its GASB compliance. Contractor shall comply with all applicable Securities and Exchange Commission (SEC) regulations.
33. **AUTHORITY.**  
Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
34. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**  
This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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

**CONTRACTOR**

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

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

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

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

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

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

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

**Approved:**

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

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

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

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

**Approved as to Form:**

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

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

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

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

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

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

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

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

\_\_\_\_\_ Date

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

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a) (contracts less than \$50,000 in total or less than \$50,000 per year for software and technology services are exempt.)
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive selection. (If \$50,000 or more 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).)

**For City Use Only: SIGNATURE INSTRUCTIONS WHEN SIGNED BY FINANCE (PURCHASING):**

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

**ADDENDUM**  
**to the software license agreement (“License Agreement” or “contract”)**  
**between the City of Madison (“City” or “Licensee”) and**  
 \_\_\_\_\_ **(“Contractor” or “Licensor”).**

**CITY OF MADISON REQUIRED CONTRACT CLAUSES – SOFTWARE LICENSE**  
**(License only – no services)**

**1. NONDISCRIMINATION.**

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.

**2. AFFIRMATIVE ACTION.**

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

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

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

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

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

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

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or fewer	Exempt**	Exempt**



15 or more	Exempt**	Not Exempt
------------	----------	------------

\*As determined by the Finance Director

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

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

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

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

(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 fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

### ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the

Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

3. **INDEMNIFICATION.**

A. General. The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents or employees, except for claims of infringement indemnification subject to sec. 3.B. below.

B. Intellectual Property Infringement. Licensor warrants that as of the effective date of this Agreement, the Software, including any updated versions provided to Licensee hereunder or pursuant to a support/maintenance agreement, does not infringe on any existing intellectual property rights of any third party. Licensor hereby agrees to indemnify, defend and hold harmless the Licensee against any third party claims of infringement of patent, copyright, misappropriation of trade secrets or any other intellectual property right, brought against Licensee as a result of Licensee's use of the Software. Licensor shall have the right to conduct the defense of any legal action under this paragraph and all negotiations for its settlement or compromise, upon consultation with the Licensee.

If a third party claims that the Software does infringe, Licensor may, at its sole option, (a) secure for Licensee the right to continue using the Software or (b) modify the Software so that it does not infringe, as long as any such modification provides equivalent, substantially similar, or better capabilities than the infringing software. If neither option (a) nor (b) is technically or practically feasible, and in addition to the obligations to indemnify as set forth above, the Licensee may terminate the license(s) for the infringing software, and Licensor shall pay Licensee damages equivalent to the full license fee for the infringing software, plus all service fees associated with the Licensee's purchase, installation, training and use of the infringing software, and any maintenance and support fees that may have already been paid for the infringing software. If the termination of the license(s) of the infringing software renders the Software purchased by the Licensee unusable, all licenses hereunder shall be terminated and Licensor shall pay Licensee damages equivalent to all license fees and all other fees paid for services for the entire project. This Section shall survive the termination or expiration of this Agreement.

4. **INSURANCE.**

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

**Commercial General Liability**

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

**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.

5. **DEFAULT/TERMINATION.**

If the License Agreement to which this Addendum is attached includes a provision governing termination for cause/breach by either party, the provisions of the License Agreement shall control. If the License Agreement does not include such a provision, or only addresses termination for breach by the City, paragraph A. below shall control:

- A. Termination for Default. In the event either party shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof, the non-defaulting party may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the defaulting party, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of the defaulting party under this contract.
- B. Termination for Convenience. Notwithstanding paragraph A., above or any termination provisions in the License Agreement, the City may in its sole discretion and without any reason terminate this contract 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 understands that the license(s) granted to the City under the License Agreement may be terminated according to the termination provisions of the License Agreement.

6. **TERMINATION PRIOR TO FINAL ACCEPTANCE, REFUND OF FEES.** If this License Agreement is executed as part of a project that includes a contract for implementation services, and such contract is terminated by City, Contractor, or mutually, for any reason, prior to completion of such services, Contractor shall refund all license fees paid hereunder by City and all service fees paid under the service contract that are directly associated with the installation of such software. The provisions of the License Agreement shall control the return and handling of the software, media and documentation upon termination. If the License Agreement does not include such a provision, the City shall de-install and delete from the City's server(s) all software installed or provided to the City under the License Agreement, and will return any accompanying media and documentation (if any), and will provide Contractor a written statement to certify that all such software has been removed from the City's server(s) and media and documentation returned, within five (5) business days of the effective date of the termination.

7. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports reasonably necessary in order to monitor compliance with this agreement requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered (if any), employee records necessary to determine compliance with the provisions of this Addendum, and any other such reports or documents requested. Any such reports 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.

8. **STATUS OF CONTRACTOR/INDEPENDENT.**

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 to the City Finance Department, 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.

9. **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.

10. **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 in the performance of this Agreement.

11. **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.

12. **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.

13. **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:

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

FOR THE  
CONTRACTOR:

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

14. **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.

15. **IT NETWORK CONNECTION POLICY.**

If Contractor 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.

16. **CONTRACT INTERPRETATION.**

This Addendum is intended to be construed together with the License Agreement to which it is attached and harmonized to the extent possible. In the event of a conflict in terms between the License Agreement and this Addendum, this Addendum shall control.

If the License Agreement or any other Contractor document such as a quote, order form, invoice, includes a statement that disclaims the applicability of this Addendum or other customer terms and conditions, or if the License Agreement contains a statement that it is the "entire agreement," such statement shall be deemed rejected and superseded by this Addendum unless the City has expressly agreed otherwise in writing through an authorized individual.



## Software Acquisition Questionnaire

### I. VENDOR INFORMATION

Vendor Name:

Software/Product/Service Name:

Software/Product/Service Format (Check all that apply and explain):

On-premise perpetual software license. Provide any additional info:

SaaS (Software-as-a-Service) Provide any additional info:

Other – Please Describe

### II. SOFTWARE AND SYSTEMS

#### a. General

1. ADA Compliance. ADA Law Accessibility & Compliance – Indicate how software is or will meet the Priority 1 checkpoints of the Web Content Accessibility Guidelines 1.0 (<https://www.w3.org/WAI/>) outlined by the W3C. In the event that a particular page or feature of your application is not WCAG Level 1.0 compliant, explain how you will provide an alternative, compliant page. Indicate if current application compliant with U.S. Section 508 (29 U.S.C. '794d) (See <https://www.section508.gov/test>). Provide a version of each Code you host for Disability Access, accessible via your mobile site. This version of the code should contain no frames and be mobile friendly for access from any modern smartphone or tablet running iOS, Android, or Windows. Vendor provides a sample ADA/Mobile Link.

2. Administrative Privileges. Does the application require local administrative privileges to the device it is running on? If so, please explain.

3. Application Security and Architecture. Please explain your approach to application security. For example, do you follow practices set forth by the SANS Institute, Securing Web Application Technologies <https://www.sans.org/cloud-security/securing-web-application-technologies/> and the practices of Open Web Application Security Project [www.owasp.org](http://www.owasp.org)?



4. Branding. What options do we have to add our own styles, colors, logo, wordmarks, etc.? If this is SaaS, please explain our options to brand the URL as cityofmadison.com?

5. Browser Support. Indicate the architecture used to develop the application. Indicate if all content is rendered in standard HTML5 and is viewable in all modern browsers. Please indicate any browser restrictions, including Microsoft Edge, and the preferred browser(s) and version(s) recommended for best user experience.

6. Certificates and Secure Protocols. Are there any security certificates required, such as SSL? What levels of SSL or TLS are required and minimally supported?

7. Client Footprint. Does this software require installation of anything on client workstations? If so, please explain. What are the recommended workstation requirements such as ram, storage, processing power, etc.?

8. Data Privacy. Please explain how you manage protecting Personally Identifiable Information (PII) as defined in Wis. Stat. § 19.62(5) and other confidential information in your application.

9. Identity and Permissions Management. Please describe how identity management is handled. Does the application provide for integration with the City's Active Directory system? How are system permissions managed? Can AD groups be leveraged – please explain and be specific. Are proper controls in place to prevent direct access to the database?

10. Internet Access. For either City-hosted or SaaS solutions, are there minimum internet bandwidth requirements that end-users should have for the best user experience?

11. Legacy Data. If applicable. Please describe your method to convert data from legacy system(s).

12. Mobile Device Support. Please describe what mobile devices your application supports. Please describe what the connectivity requirements are? How does your system operate in areas without connectivity to our network or the internet?

13. Multilingual Support. Please describe the ability of your software to operate in a multilingual environment. For example, how are translations for field labels, error messages, confirmation emails, report headings, and the like handled? What languages are supported? How do users

specify which language they would prefer to use? Do you accept special characters and accented characters to be entered into forms and fields?

14. Open Data. Please explain your support for Open Data Standards found at <http://project-open-data.github.io>. Do you have experience interfacing with ESRI's Open Data portal?

15. Personalization. If this system is collecting names and other demographic information, please let us know to what level of granularity is the information collected? What flexibility does this system offer for gender identity? See the City's Gender-Inclusive Language Style Guide at <https://www.cityofmadison.com/mayor/apm/hr/APM2-52Attach2.pdf>. How do you manage name changes, gender changes, and updates to other demographic information? Can individuals manage their own profile?

16. Personal Privacy. We sometimes have individuals that qualify for keeping their information private so that even their names are excluded or redacted in public records requests. Other times we give individuals the ability to self opt-out. Please indicate how your system could handle these scenarios.

17. Records Compliance and Data Access. Please indicate how access to data will be available to comply with Wisconsin open records laws. Do we have the ability to apply retention and disposition schedules to the data within the application? If this is Software-as-a-Service, how does the City ensure all of our data is purged from your system according to the data/records retention schedule or upon contract termination? Will we have unfettered access to our data that allows us to download and store it on our premises, and will there be additional costs to access the data for these purposes? Can we use our own reporting tools such as SSRS? Does the application have published API's and/or web services available for us to use?

18. Software Modifications. Are you willing to make software modifications?

19. Third Party Software. Fully describe any third party software that will be needed for this system, and how you manage licensing, maintenance, and support for those.

**b. Special Cases**

- 1. Financial Reporting and Data Sharing. Please explain your experience in providing GASB-34 compliant financial reporting and data sharing with Government oriented financial software. Do you have any experience interfacing with [Munis](#)?

- 2. HIPAA Compliance. If this application is involved in collecting or processing protected health information, please provide proof of a HIPAA audit conducted by an independent auditor against the OCR HIPAA Audit Protocol.

- 3. What would your requirements be for the format of that data?

- 4. PCI Compliance. If this application involved collecting or processing any type of online payments or financial transactions, please provide a PCI DSS Attestation of Compliance from within the past two year, and proof of registry on the VISA Global Registry of Service Providers.

- 5. Spatial Data. If this application is managing or interacting with spatial data, the City of Madison used ESRI-based GIS software for managing spatial data. Please explain your experience interfacing with ESRI software.

**c. Support and Upgrades**

- 1. Fully explain when support is available. Include what hours are included in your maintenance agreement as well as what is available as extended service.

- 2. Describe your levels of severity for support calls and what your typical response times are for each level of severity.

- 3. Describe your handling of bugs in your software and subsequent fixes for these bugs.

- 4. If you allow modifications, how do you support those modifications going forward? Are they included in new releases?

- 5. How are new releases and enhancements developed and notification of availability made to your customers.

- 6. How often do you provide product upgrades, and are the costs of upgrades included in the annual maintenance?

- 7. Describe a typical upgrade process, including the length of time expected and if system downtime is expected.

- 8. Is source code provided with your software? If not fully explain what provisions are made for the source code if your company goes out of business.

- 9. Do you have a user group and/or an annual conference?

**d. Surveillance Technology**

Surveillance Data means any electronic data collected, captured, recorded, retained, processed, intercepted, analyzed, or shared by Surveillance Technology

Surveillance Technology means any hardware, software, electronic device, or system utilizing an electronic device, owned by the City or under contract with the City, designed, or primarily intended, to collect, retain, process, or share audio, electronic, visual, location, thermal, biometric, olfactory, or other personally identifiable information of members of the public for the purpose of surveillance. Surveillance Technology includes, but is not limited to: cell site simulators; automatic license plate readers; gunshot detection systems; facial recognition software; gait analysis software; video cameras that record audio or video and can transmit or be remotely accessed; and unmanned aircraft systems equipped with remote video capabilities. Surveillance Technology does not include: office hardware, such as TVs, computers, credit card machines, copy machines, telephones and printers; video conferencing equipment, cell phones, cameras, and video cameras not used for surveillance and operated manually; computers, software, hardware or devices used to monitor *employees* or to monitor non-public areas in city buildings; and emergency medical rescue equipment. See Madison General Ordinance Sec. 23.63(2) for a complete list of items that are not considered Surveillance Technology.

- 1. Will the Surveillance Data be shared with another entity? If so, is there a data sharing agreement to share the surveillance data with the other entity?

- 2. Will you (the vendor) be hosting the Surveillance Data? If so, please explain.

- 3. What access, if any, will you have to our Surveillance Data? Please explain.

**III. HOSTING****a. Self-Hosting Requirements (Hosted by the City)**

The City may, at its option if available, choose to host the application ourselves. Please:

1. What servers are recommended? For example, do you recommend separate application, web, and database servers?

2. Minimum server requirements. Cores, storage, ram, etc.

3. Do you support VMWare environments?

4. What DBMS is recommended, and what levels and versions?

5. If MS-SQL is supported, do you support Availability Groups?

6. Will your application run under a load balancer?

7. Is network attached storage supported?

8. What would the estimated disk storage requirements be?

9. Please list all software components that the City will need to track to ensure system security, e.g., your system uses Java, .Net, C#, ColdFusion, Drupal, etc.

10. Do you have an installation and/or administrator guide? If so, please attach document(s).

**b. Hosting Data Center Criteria (Hosted by Vendor or a third-party data center)**

The City may, at its option if available, choose to have you host this application. Please describe:

1. Data Center. Will you self-host the application or use third-party data center(s)? If using a third party data center please identify the data center (s):

2. Antivirus Protection. Please indicate the antivirus software being used and how it is implemented.

3. Data Access. Please explain who will have access to what data, and when. Is explicit authorization required for access to our production environment? What about any data stored for your purposes, is it purged as soon as it's no longer required?

4. Data and Application Backups. Please explain how backups of data and applications are performed and the backup policies that are in place. Please indicate your method for routinely testing your backups.

5. Data Encryption. Is data in your platform encrypted both in transit (while it's moving between users and servers) and at rest (when it's stored in the cloud)? Please explain your encryption protocols.

6. Data Redundancy. Please explain how data redundancy is provided.

7. Incident Response. Please describe how you classify and incident, and what your incident response plan is.

8. Internet Stability – Geographic Redundancy. Does the vendor house data in a secure SSAE 18 and PCI compliant data center? Indicate who owns and operates the data center(s). Outline the features of the datacenter, including redundant Internet providers, redundant power and cooling, and secure biometric access to the physical facility. Indicate how systems are backed up and synchronized between one or more other datacenters, and their geographic locations to provide for full geographic redundancy should one of the sites become inaccessible.

9. Logging. What types of information about my environment would be logged, and how long are logs available? Please explain your logging protocols.

10. Penetration Tests. Penetration tests, also known as pen tests, are simulated attacks on a system. They are performed by authorized experts to evaluate that system's security and identify vulnerabilities, making them an important component of a proactive cybersecurity strategy. Please describe how often you perform pen tests.

11. Separation of Systems. Please describe how your environment provides for separation of instances so that corruption of one instance or client will not affect the City of Madison. Please describe your practices to keep production environments isolated from test and development.

12. Server and Software Patching. Please provide your policy or documentation that shows the methods you use to ensure your hardware and software remains patched and up-to-date.

13. Data Center Certifications. Please provide documentation that shows the data centers used to support this application meet the following certifications:

**SSAE 18**

The Statement on Standards for Attestation Engagements No. 18, establish requirements and provide application guidance to auditors for performing and reporting on examination, review, and agreed-upon procedures engagements, including Service Organization Controls (SOC) attestations.

- Type 1 – A data center's description and assertion of controls, as reported by the company.
- Type 2 – Auditors test the accuracy of the controls and the implementation and effectiveness of controls over a specified period of time.

**SOC 1**

This set of Service Organization Controls reports, developed by the AICPA, measures the controls of a data center as relevant to financial reporting.

**SOC 2**

This report and audit is completely different from the previous. SOC 2 measures controls specifically related to IT and data center service providers. The five controls are security, availability, processing integrity (ensuring system accuracy, completion and authorization), confidentiality and privacy. There are two types:

- Type 1 – A data center's system and suitability of its design of controls, as reported by the company.
- Type 2 – Includes everything in Type 1, with the addition of verification of an auditor's opinion on the operating effectiveness of the controls.

**SOC 3**

This report includes the auditor's opinion of SOC 2 components with an additional seal of approval to be used on websites and other documents. The report is less detailed and technical than a SOC 2 report.

**VI. TERMS AND CONDITIONS**

- a. Fully describe licensing or subscription terms and conditions and how licenses or subscriptions are structured (e.g. named user, concurrent users, etc.). Attach a copy of any **required and applicable** license agreements, EULAs, Terms of Use, as applicable for the solution proposed. When applicable please describe your licensing model – e.g. perpetual, subscription based, named users, concurrent users, etc.

- b. Fully describe terms and conditions of your software support/maintenance program. Please include a copy of your standard agreement(s) for support and maintenance, where applicable, or explain where maintenance and support are described for a SaaS solution.

- c. SLA- Service Level Agreement (uptime guarantee) for SaaS, hosted solutions, data centers, etc. Please attach or link a copy of all relevant SLA document for the proposed solution.

**V. TRAINING**

- a. Fully describe all training that your company will provide, include the following information.

- 1. End user training; class size, length of class.

- 2. System administration training; class size, length of class.

- 3. Application support training.

- 4. Any custom reports tools training.

- 5. Any other training you deem necessary for use of your software.

- 6. Explain where the training is to be held, and who will be providing it.

- 7. Do you have any online training courses available? If yes, fully describe what is available.