

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 11086-0-2022-BP

Title: Family Child Care Accreditation Services

City Agency: Community Development

Due Date: Friday, October 14, 2022
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Madison Community Development (“City”) is soliciting Proposals from qualified vendors for Family Child Care Accreditation Services . 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: Friday, September 16, 2022
Questions Due Date: Friday, September 30, 2022
Answers Posted Date: Wednesday, October 5, 2022
Due Date: Friday, October 14, 2022, 2:00 PM CST

1.3 Format

The City is requesting all proposals be submitted electronically.

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

The City will not consider illegible Proposals.

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

Complete and return Forms A through E to City of Madison Purchasing Services by Friday, October 14, 2022, 2:00 PM CST.

1.4 Labeling

All email correspondence must include RFP #11086-0-2022-BP in the subject line.

1.5 Delivery of Proposals

Delivery of electronic copy to: via email to bids@cityofmadison.com

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

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 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing Appendix B, Sample Contract, prior to submission of their Proposals. A contract in the form of Appendix B will serve as the basis of the contract resulting from this RFP. The resulting contract will control over any different legal terms in this RFP, Appendix A, the proposal, etc. **By submitting a proposal, Proposers affirm their willingness to enter into a contract**

containing the terms found in Appendix B. While the City strives to provide the most appropriate sample contract for this RFP, the City reserves the right to modify the sample form for any resulting contract. The City does not negotiate legal terms prior to award.

1.8 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 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/RalSE_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**.

1.9 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.

1.10 City of Madison Contact Information

The City of Madison
Community Development is
the procuring agency:

Monty Marsh
City of Madison Community Development
PH: (608) 267-4995
mmarsh@cityofmadison.com

The City of Madison
Purchasing Services
administers the procurement
function:

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

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

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.

1.11 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 1.10.

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 1.12 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.

1.12 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 1.13 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.

1.13 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

Home Page: 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.

1.14 Local Vendor Preference

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

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 Partial Award

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

1.22 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.

1.23 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.

1.24 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise

in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICES

2.1 Purpose

The City of Madison is seeking proposals from qualified entities to provide child care accreditation and quality improvement support to family child care providers in the City of Madison.

2.2 Background

The City of Madison's goal is to support the community in providing high quality early care and education experiences to the children of Madison, focusing on children and families with household income up to 300% of the [FPL](#). The City recognizes that family child care providers are a critical component of the child care services available in Madison. Family child care providers give families the option of high quality early care and education experiences provided in settings that reflect their family and culture.

In recognition of this importance of family child care providers and high quality early care and education, the City of Madison General Ordinance provides for the accreditation of early care and education programs. Family child care accreditation services specifically provide culturally-competent consultation, training, and assistance to in-home family child care providers to support their ability to provide high quality care for infants through school-age children in Madison.

2.3 Project Scope/Description

The successful entity will do each of the following:

1. Provide services to approximately 60 in-home family child care providers in the City of Madison. Accreditation services include:
 - On-site observation and consultation to family child care providers in the providers' homes with the goal of improving the overall quality of the program. Observation and consultation topics include, but are not limited to: program administration; budgeting; provider professional development; family engagement; curriculum; environment; health and wellness; screening and assessment of children; inclusion and diversity; education and training.
 - Evaluation of family child care program quality using existing Family Child Care Accreditation Standards.
 - Provision and coordination of training for providers on up-to-date best-practices.
 - Provision of culturally competent services directly to child care providers in English and Spanish.
2. Coordinate and provide resources, consultation or services to family child care programs in and around the Northside and Leopold Early Childhood Zones including but not limited to:
 - Activities to expand the availability of safe child care, including outreach to family, friend and neighbor caregivers, in areas such as recruitment, training, informational meetings, etc.
 - Referrals of providers to pre-regulatory agencies.
 - Coordination with pre-regulatory agencies to facilitate smooth transition of recruited providers from unregulated care to regulated, City of Madison accredited care, where appropriate.
3. Revise and maintain Family Child Care Accreditation Standards in consultation with City of Madison Child Care Unit staff.
4. Work in coordination with the local child care resource and referral agency, serve as a resource to parents in search of child care.

5. Adhere to City of Madison Family Child Care Accreditation System Standards (Attachment B) at all times, including the requirement for all accredited family child care providers to participate in YoungStar.
6. Support a diverse network of family child care providers that reflects the culture, values and diversity of the families and households experiencing low to moderate incomes.
7. Work in collaboration with other City initiatives, as identified by CDD, that seek to provide services to children, youth and their families.

The applicant must demonstrate the following qualifications:

- Experience working effectively with diverse family child care providers.
- Experience providing accreditation, resources, training, consultation and quality improvement services to child care providers using culturally and linguistically appropriate methods.
- Experience providing assistance to families searching for child care, including families where English is not spoken regularly in the household and families experiencing low to moderate incomes.
- Experience creating or reviewing, and revising, accreditation standards.
- Ability to effectively engage diverse populations and provide services in languages other than English.
- Ability to work collaboratively with other service providers in the best interests of the children, youth, and child care providers.
- Demonstrated history of effective fiscal management and timely and accurate financial and program reporting.

2.4 Term

The intent is that the contract with the selected vendor will begin on January 1, 2023 and would continue for three (3) years, with two (2) optional one (1) year extensions.

2.5 Funding

The City of Madison Community Development Division anticipates having \$281,941 for allocation pending finalization of the 2023 City of Madison Budget.

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

3.1 General Information, Signatures, and Required Guarantees and Certifications

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

3.2 Technical Questions

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

1. Organizational Overview, Experience and Qualifications: Please describe your organization's history, general administrative capacity, experience and abilities in relation to providing services to a network of diverse population of in-home family child care providers.
2. Connection to Other Initiatives: Please describe how your organization currently collaborates with other initiatives and organizations that impact children and youth in the City such as Madison Area Out of School Time (MOST) initiative, The Department of Children and Families, child care membership organizations, and The Registry.
3. Quality Improvement Services: Please provide a detailed description of your experience providing culturally-responsive and competent quality improvement services including on-site observation, consultation and/or coaching in any or all of the following subjects: program administration; budgeting; provider professional development; family engagement; curriculum; environment; health and wellness; screening and assessment of children; inclusion and diversity; education and training.
4. Program Evaluation/Accreditation Services: Please provide a detailed description of your experience evaluating family child care programs using a set of quality standards.
5. Training: Please provide a detailed description of your experience providing training to meet the needs of family child care providers. Include in your answer how you identify that need and how you meet the needs of providers who speak a language other than English.
6. Northside and Leopold Early Childhood zones: Please describe your experience working with child care providers within the Early Childhood Zones in Madison. Describe how you would use that experience to achieve the goals of this RFP.
7. Family Child Care Accreditation Standards: Please describe your experience creating or maintaining accreditation or quality standards for family child care providers. Include the process you currently use when updating accreditation standards (from whom you receive input, steps in the process, etc.).
8. Family Support: Please describe your experience serving as a resource to parents searching for child care, especially diverse families and those with low to moderate incomes.

9. Service Population: Please describe the demographics of the population you intend to serve with this funding. Include each of the following in your response:
- a. For providers already participating in accreditation services please describe current provider demographics.
 - b. Please describe if and how your current staffing configuration reflects the community you serve.
 - c. Describe how aspects of your program (e.g. hours of availability, response time, location, staffing and outreach and engagement efforts) ensure that a diverse client base will find your program accessible, culturally responsive, welcoming and effective in providing high quality early care and education in family child care settings.
 - d. What is your plan to recruit and retain diverse providers; particularly providers of color, providers who serve low to moderate income families and providers who are not currently accredited?
 - e. Will your agency make additional accommodations for language barriers (i.e. other accommodations than phone interpretation services)?

3.3 Cost Proposal

Please provide Form D: Cost Proposal separate from the rest of your proposal.



Form A: Signature Affidavit

**RFP #: 11086-0-2022-BP Family Child Care
Accreditation Services**

This form must be returned with your response.

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

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

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

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 11086-0-2022-BP Family Child Care Accreditation Services

This form must be returned with your response.

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

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Appendix C: City of Madison Family Child Care Accreditation System Standards	N/A	
Appendix D: Non-Sectarian Practices	N/A	
Appendix E: Monitoring Licensing Compliance Madison Family Child Care Accreditation Policy	N/A	
Appendix F: Process for Granting an Exception to Group Size and Provider/Child Ratios	N/A	
Appendix G: Overnight Child Care	N/A	
Appendix H: Accreditation Certificates Process	N/A	
Addendum #	N/A	
Addendum #	N/A	

VENDOR NAME _____



Form C: Vendor Profile

RFP #: 11086-0-2022-BP Family Child Care Accreditation Services

This form must be returned with your response.

COMPANY INFORMATION

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

AFFIRMATIVE ACTION CONTACT

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
- No**, we are not a local vendor or have not registered.



Form D: Cost Proposal

RFP #: 11086-0-2022-BP Family Child Care Accreditation Services

This form must be returned with your response.

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

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

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

Please list the lump sum amount to perform all services listed in the RFP.

\$ _____

COMPANY NAME



Form E: References

RFP #: 11086-0-2022-BP Family Child Care Accreditation Services

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 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 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

1. **PARTIES.**

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

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

2. **PURPOSE.**

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

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

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

List all attachments here by name, and attach and label them accordingly.

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

4. **TERM AND EFFECTIVE DATE.**

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

5. **ENTIRE AGREEMENT.**

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

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

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

8. **PROSECUTION AND PROGRESS.**

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

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision

of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

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

11. **NO WAIVER.**

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

12. **NONDISCRIMINATION.**

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

13. **AFFIRMATIVE ACTION.**

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

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

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

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

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

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

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

*As determined by the Finance Director

**As determined by the Department of Civil Rights

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

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

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE

EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

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

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. SEVERABILITY.

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

15. NOTICES.

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

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

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

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

17. GOODWILL.

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

18. THIRD PARTY RIGHTS.

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

19. AUDIT AND RETAINING OF DOCUMENTS.

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

20. CHOICE OF LAW AND FORUM SELECTION.

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

21. COMPLIANCE WITH APPLICABLE LAWS.

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

22. **CONFLICT OF INTEREST.**

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

23. **COMPENSATION.**

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

24. **BASIS FOR PAYMENT.**A. **GENERAL.**

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

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

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

25. **DEFAULT/TERMINATION.**

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

26. **INDEMNIFICATION.**

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

27. **INSURANCE.**

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

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

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

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

28. **OWNERSHIP OF CONTRACT PRODUCT.**

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

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

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

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

A. **DEFINITIONS.**

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

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

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

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

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

C. **EXEMPTIONS:** This section does not apply when:

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

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

30. **WEAPONS PROHIBITION.**

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

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <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. **AUTHORITY.**

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

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

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

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

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

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

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Michael Haas, City Attorney

Date: _____

Date: _____

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

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

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

By: _____
Mary Richards, Procurement Supervisor

Date: _____

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

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

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

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

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

APPENDIX C
CITY OF MADISON FAMILY CHILD CARE ACCREDITATION SYSTEM STANDARDS

ORGANIZATIONAL PREREQUISITES FOR CITY OF MADISON FAMILY CHILD CARE SYSTEM ACCREDITATION
September 2017

In order to be City of Madison Accredited, the Family Child Care System must meet organizational prerequisites established by Madison ordinances, Section 3.18.

	Non-profit corporation	Family Child Care System in a non-profit multi-service corporation	Family Child Care System of a privately owned corporation	Family Child Care System in a government-sponsored organization
Incorporation	Registered as a nonprofit corporation under Chapter 181, Wis. Stats	Administered by an entity that is registered as a non-profit corporation under Chapter 181, Wis. Stats	Administered by an entity that is registered as a business corporation under Chapter 180, Wis. Stats.	Directly administered by a government agency or public education body, or through a contract with such an agency or body
Board of Directors with final authority over Family Child Care System policy, and budget, and over the hire, supervision and termination of the director of the Family Child Care System	Yes	Yes	No	No
Processes that ensure parent participation in decisions regarding budget and structure of the Family Child Care System and hiring, supervision, termination of the director of the Family Child Care System	Yes	Yes	Yes	Yes
Parental participation in the policy formation of the Family Child Care System.	Yes	Yes	Yes	Yes
Public accountability in the use of public resources.	Yes	Yes	Yes	Yes
Compliance with <i>Madison Accreditation Standards for Family Child Care Systems</i>	Yes	Yes	Yes	Yes

Family Child Care Systems which teach, practice or promote religion in hiring, provider membership, policies or materials are ineligible.

DEFINITION OF TERMS USED IN THE MADISON ACCREDITATION STANDARDS FOR FAMILY CHILD CARE SYSTEMS

Agency: The corporation or other entity that has legal responsibility for the Family Child Care System.

Family Child Care System: The umbrella organization that provides referral of children, accreditation of family child care programs, and training of System staff.

Family Child Care Program: A child care/child development program for eight or fewer children at one time and located in the dwelling unit of the provider, or in a facility that is either county certified or state licensed as a family child care program.

Family Child Care Provider: Referred to here as “Provider,” the person (or people) who are members of the Family Child Care System for purpose of becoming or remaining a Madison accredited family child care program.

Staff: The staff of the Family Child Care System

Director: The individual who serves as the chief administrator of the Family Child Care System.

Agency Director: In a multi-service, government sponsored or privately owned corporation, the individual who serves as chief administrator of the corporation.

Strengths: In order to be cited as a strength, there must be *a great deal of evidence* that the standard(s) is (are) met *consistently*. Where there is a specific behavior mentioned in the standard, it is clear from observations that this behavior *happens most of the time*.

Areas for improvement: This category generally signifies “work in progress.” There is *some evidence* that the statement is accurate, and that the behavior *happens some of the time*. However, certain practices are of sufficient importance that they would be classified as a required change even if a problem happens only once. (For example, a failure to report child abuse and neglect, even if this failure occurs only once, would result in required changes.)

Required changes: The standard is not met. There is *little evidence* that this statement is accurate. The behavior described in the standard *happens rarely or seldom*. Also, chronic failure to implement areas of improvement over a series of reviews may result in these areas becoming required changes.

Interim review: A review written by the specialist which focuses on required changes that must be addressed before accreditation or re-accreditation can be granted.

Action plan: A written plan describing (1) the unmet standard, (2) the actions to be taken to correct the deficiency, (3) who is responsible for various steps and (4) the date by which these steps will be completed. All interim reviews will include a plan of action. A plan of action may sometimes be required even if the System is re-accredited.

I. RELATIONSHIP OF THE SYSTEM TO THE CITY OF MADISON COMMUNITY DEVELOPMENT DIVISION

A. Madison Ordinance

Requirements established by ordinance for eligibility for accreditation by the City of Madison are set forth in Madison General Ordinances, 3.18.

B. Role of the City Child Care Specialist

1. Provides on-going consultation to System staff
2. Conducts annual review of the System to assure compliance with Family Child Care System standards
3. Receives recommendations from System staff concerning provider exceptions to standards, and approves or denies requests
4. Receives appeals to System decisions related to conflicts between parents and providers, if internal attempts at resolution are not successful
5. Works with System staff and the City Child Care Assistance Coordinator to facilitate enrollment of City-funded children in accredited family child care programs
6. Signs annual accreditation certificate and letters to providers, as specified in Appendix 6
7. Works with the Community Development Division Child Care Program manager to develop and manage City contracts for services with Family Child Care Systems.

C. Role of the City Child Care Assistance Coordinator

1. Ensures Tuition Assistance reimbursement rates are updated annually based upon a survey of rates of accredited programs (family and group).
2. Determines family eligibility for City Child Care Tuition Assistance Program.
3. Communicates with providers concerning payment and billing.
4. Communicates with parents and providers concerning problems and questions related to payments that involve the City Child Care Tuition Assistance Program.
5. Meets with system staff at least annually for a quality assurance review

D. Role of the Community Development Division Child Care Program Manager

1. Receives appeals of decisions of System staff that impact on the provider's accreditation, if internal attempts at resolution are not successful.
2. Receives appeals of decisions of the City specialist concerning System accreditation.
3. Receives appeals of decisions of the City specialist concerning provider exceptions to standards.

II. SYSTEM ORGANIZATION AND ADMINISTRATION

A. Administration

Annual evaluation and goal-setting

- A-1. At least annually, administrators, families, staff, providers, and other routinely participating adults are involved in evaluating the program's effectiveness in meeting the needs of children, families, and providers.
- There is a written evaluation plan (e.g., who initiates, conducts and summarizes, timeline and method used).
 - The evaluation plan is designed in such a way as to encourage participation of all families and providers.
- A-2. The System uses the results of evaluation to establish goals for continuous improvement and innovation.
- Goals and plans for improvement are written, on file, and reported to all providers and families.
 - The evaluation examines the adequacy of staff compensation and benefits, the rates and reasons for staff turnover, and the effect of turnover on the quality of the System's services.
 - The evaluation examines the rates and reasons for provider turnover, and the effect of turnover on the quality of services to parents and children.

Records

- A-3. Records are kept on the Family Child Care System and related operations.
- A-4. Confidential personnel files are kept for System staff, including resumes with record of experiences, transcripts of education, documentation of ongoing professional development and results of performance evaluation.
- A-5. Records are maintained on each provider who is accredited or in process of accreditation.
- A-6. The System maintains a public file for each provider that, at a minimum, contains the following information:
- Application
 - Current contract
 - Parent evaluations received in the most recent accreditation review
 - Results of the most recent accreditation review
 - A summary of founded complaints within the 12 months
 - Evidence of review of documents related to accreditation (insurance, health exam, state or county regulatory status, for example)
- A-7. The System has written policies concerning maintenance of and access to files of a sensitive nature.

Appeal of administrative decisions

A-8. The System has a procedure for appealing administrative decisions related to implementation of policies and procedures. This procedure spells out:

- Steps and time lines
- Appeal to System director
- Role of the System Advisory Committee and/or Agency Board

B. Operating policies

B-1. The System has written policies and procedures for operating, including policies related to:

- Contracts and agreements between the System and member programs
- Eligibility for System services by providers and families
- Payment and refund of fees by providers and families, including eligibility and application process for reduction or waiver of fees, if any
- Application, accreditation and de-accreditation of providers
- Confidentiality
- Responding to concerns or complaints from parents and providers
- Procedure for appealing administrative decisions
- Maintenance of and access to provider records
- Decision-making and governance
- Delegation of authority
- Financial management
- Personnel management

B-2. Current copies of relevant agency policies are accessible to all staff.

B-3. There is a procedure for keeping all staff informed of new or revised policies.

C. Governance

C-1. The Family Child Care System is organized and governed in a manner consistent with the Madison Ordinances, Section 3.18.

- a. If the Family Child Care System is a single service corporation under Chapter 181, Wis. Stats. it shall be governed by a Board of Directors. The Board shall have a minimum of five (5) members. A minimum of one-third (1/3) of those members shall be parents of children currently enrolled in the program or whose children have been enrolled in the program in the past year. A minimum of 1/3 shall be family child care providers who are currently members of the System, or who have been members of the System within the last year. The parent and provider members shall be chosen in a process in which all currently enrolled parents and providers have a fair opportunity to participate. The Board shall have final authority over budget, program, and hiring, supervision, and termination of the Family Child Care System's Director.

- b. If the Family Child Care System is part of a larger, multi-service corporation registered with the Sec. of State as a nonprofit corporation under chapter 181, Wis. Stats. the corporation shall be governed by a Board of Directors and the Family Child Care System shall have a process that ensures parent and provider participation regarding budget and structure of the Family Child Care System, and regarding the hire, supervision, and termination of the System director.
- c. If the Family Child Care System is a business corporation registered with the Sec. of State under Chapter 180 Wis. Stats. or a government sponsored Family Child Care System, its Board of Directors or governing body shall ensure public accountability in the use of public resources and parental participation in the policy formation of the System. The System shall have processes that ensure parent participation regarding budget and structure of the System and regarding the hire, supervision, and termination of the Director of the System.
- C-2. The System has written policies and processes in place to ensure the specified oversight of the System as stated in C-1. These processes must include proper orientation of governing bodies, mechanisms for timely exchange of information, clearly outlined roles and responsibilities, and mechanisms to ensure required levels of parental and provider input.
- There is a written plan for the delegation of authority.
 - Where a Family Child Care System has private owners or sponsors that have authority over System staff and operations, these private owners or sponsors shall receive an orientation to their responsibilities.
 - Parents on the Satellite Advisory Committee and providers shall receive an orientation to their role and responsibilities in regard to policy formation of the System.
 - If the System is organized as described in C-1 b or c above, the System has an Advisory Committee that is comprised of at least 1/3 parents and 1/3 providers who are either currently parents and providers in the System, or who have been within the last year.
 - The Board of Directors and Advisory Committee shall receive an orientation to their roles and responsibilities.
 - The System provides for clear accountability in the use of public resources. For example, the System makes information available on grant proposals, awards, and uses of funding received from City, State, and County for the operation of the Family Child Care System.
 - Board members, Advisory Committee members, private owners and other administrators such as the agency director are informed about elements and methods involved in implementing a high quality, developmentally appropriate Family Child Care System and family child care program.
 - The staff, Board, and Advisory Committee are involved in the development of policies as described in their charter.
 - The director and/or other staff report to the private owners, Board, or Advisory Committee on the effectiveness of policy, and refer needed policy revisions for review as appropriate.

- The Board and Advisory Committee have a clear record of meetings and actions and a procedure for parents, providers and staff to present concerns and information to the Board or Advisory Committee and place specific items on meeting agendas.
- All parents, providers and staff have access to advanced notices of Board and Advisory Committee meetings, including the agenda, topics to be discussed, and actions to be taken.
- Minutes of all Board and Advisory Committee meetings are maintained and available to all parents, providers and staff.
- Board, Advisory Committee, and staff receive orientation to confidentiality policies and procedures.
- Board, Advisory Committee, and staff practice proper procedures to insure confidentiality whenever sensitive issues arise (e.g., termination of a provider's enrollment, collection of fees, issues regarding a particular staff member, provider or family).
- Policy or bylaws define when meetings of the Board or Advisory Committee can be closed.

D. Financial Management

- D-1. Staff, Board, Advisory Committee, parents and providers have access to accurate and timely information on the System's finances.
- The System director, agency administrator, or appropriate fiscal agent informs staff of their budget, and has clear procedures for staff to obtain necessary program equipment and supplies.
 - Staff set priorities and plan purchases based upon the approved budget.
 - All families and providers have a mechanism for timely review of budget adequacy to meet program needs. All families and providers have a way to communicate their evaluation of budget adequacy. This may be accomplished through the Advisory Committee, newsletter announcement, or similar methods.
 - No multi-service corporation shall allocate to its Family Child Care System an amount less than the program's gross income in fees, designated fundraising, and public contracts.
- D.2. Fiscal records are kept with evidence of long-range budgeting and sound financial planning.
- There is a clear and readable budget for the System, with annual approval (Board) or review (Advisory Committee).
 - The Board, Advisory Committee and/or owners review income and expenditures at least quarterly and adjust the budget as necessary.
 - The annual budget reflects expense and revenue projections.
 - Explanations and rationale are available to explain what each budget item represents.
 - The System uses a variety of accepted practices to provide for adequate cash flow (e.g., prompt deposit of income; methods for informing parents of money owed; clear policies concerning delinquent fees).

- The System uses a variety of accepted practices to protect its finances (e.g., prompt reconciliation of bank statements; separation of responsibilities for receiving income and reconciling statements; reserve payroll tax account; review of accounts by an objective party).
- There is an adequate breakdown of income and expense items to permit the effective monitoring of ongoing income and expenditures (e.g., separate lines for payroll taxes, training, and salaries; separation of equipment and consumables, with further separation by program, office, custodial, etc.).
- The budget is adequate to provide realistic funding for identified goals (e.g., if the program seeks to provide specialized services to providers or families, adequate support is provided in the budget).

D-3. The System maintains accident protection and liability insurance. Vehicle insurance is maintained on any vehicle owned or leased by the System and used to carry out the work of the System.

E. Personnel

Qualifications

- E-1. Staff who work directly with providers have experiences and qualifications that lead to knowledge of regulated family child care. These qualifications should be a combination of credit-based education, training and experience including (minimally):
- The Family Child Care Credential or an associate's degree in Early Childhood Education or an equivalent subject
 - Experience as a family child care provider or experience as a teacher or director in a center-based early childhood education setting
 - Knowledge of regulatory and quality improvement systems governing family child care (certification, licensing, YoungStar, NAFCC)
- E-2. Staff who work with parents and providers demonstrate skills required to communicate effectively, including:
- Written and oral communication skills
 - Capacity to work with diverse populations
 - Ability to assist others in locating needed resources, solving problems, and mediating conflicts.
 - Ability to utilize various technology including virtual meeting software
- E-3. Staff who work directly with children are 18 years of age or older and demonstrate appropriate characteristics for working with children as described in the *Madison Accreditation Standards for Family Child Care Providers*.
- E-4. The System Director has expertise (acquired through formal education and experience) in early childhood education/child development, family child care, and administration such as human resources and financial management.

Orientation and training

- E-4. New System staff, including interns and volunteers, are adequately oriented about the goals and philosophy of the System.
- There is a timely orientation of new staff (paid and volunteer) to System policies and procedures.
 - Outside resource people, students and researchers are given clear direction about their roles in the System.
- E-5. The System provides regular opportunities for staff to participate in ongoing professional development to improve skills in working with providers and families or to prepare them to assume more responsible positions. The amount and kind of continuing education provided will vary depending on the needs of the System, the pre-service qualifications of staff, and the number of staff pursuing higher education while employed. Professional development experiences should be credit-bearing whenever possible.

Personnel Policies

- E-6. The System has written personnel policies including job descriptions; salary scales with increments based on professional qualifications and length of employment; benefits; resignation and termination; and grievance procedures.
- For each staff position there is an accurate and specific job description and a statement that describes duties, supervisor and evaluation procedures.
 - There are clear policies on hiring, probation, disciplinary procedures and termination of employees.
 - There is a written grievance procedure that has clear steps to be followed and establishes timelines that assure a prompt and fair hearing of grievances by or against staff.
 - Personnel practices and work rules define expected worker behavior, e.g., working with children, families and providers, confidentiality, implementation of policies, attendance and punctuality, and reporting of child abuse and neglect.
 - Personnel practices and work rules are sensitive to employee needs.
 - Staff experiencing personal problems are given referrals and resources to assist them to remain effective in their jobs.
 - The personnel policies shall ensure parent participation in the hiring, supervision and termination of the Director of the Family Child Care System.
- E-7. Hiring practices are non-discriminatory. Every effort is made to hire staff who reflect diverse cultural, race, and linguistic characteristics as needed to communicate with the families and providers served.
- E-8. Benefit packages for full-time staff include paid leave (annual, sick, and/or personal), medical insurance, and retirement. Other benefits such as continued education may be negotiated as unique to the situation. Benefits for part-time staff (who are employed at least half-time) are available on a prorated basis.
- E-9. The System provides annual raises, with goals to provide an annual cost of living increase and to establish a living wage for the lowest paid staff.

Communication

- E10. Staff and administrators plan and consult together frequently about the System, providers, and families.
- Regular staff meetings are held for staff to consult with each other and plan for implementing and attaining goals, to plan for working effectively with providers and families, and to discuss the System and working conditions.
 - Effective methods of communication are in place to insure smooth operation of the System.
- E-11. Communication between staff, director, and supervisors models respect for the valuable work of family child care.
- Staff receive positive recognition for their skills and accomplishments.
 - Ideas and opinions of staff are acknowledged.

Confidentiality

- E-12. Staff keep information about children, families, providers and associates confidential. Staff refrain from commenting about children, providers and families in the presence of people not employed by the System.
- The System has developed written policies of respect for and protection of families' and providers' right to confidentiality.
 - Staff and volunteers receive orientation to confidentiality policy/procedures.
 - Staff and volunteers practice proper procedures to insure confidentiality whenever sensitive issues arise (e.g., termination of enrollment, collection of fees, issues regarding a particular child, provider or family).

Chain of command

- E-13. An appropriate person on-site is designated to assume authority and to take action in an emergency, in the event of the System Director's absence.

Staff evaluation and Supervision

- E-14. All System staff, including the Director, are evaluated at least annually by their supervisor, or others as appropriate.
- There is a clearly defined supervisory plan for all staff, including the Director.
 - There is a written staff evaluation plan that specifies who will initiate, implement, and participate in employee evaluation, and who will communicate the results of the evaluation to the employee.
 - The annual evaluation of the Director of the System includes procedures that support meaningful parent and provider input.
 - Supervision procedures take into account the varying needs, experiences, and skills of all staff, paid and volunteer.
 - Each supervisor's evaluation will include a review of the effectiveness of her/his work with the staff she/he supervises.
- E-15. Results of staff evaluation are written and confidential. They are discussed privately with the staff member.

- E-16. Staff evaluations include observation of the employee's work with providers. Evaluation is based on the employee's job description and previously established goals for improvement.
- E-17. Staff are informed of evaluation criteria in advance.
- E-18. Staff have an opportunity to evaluate their own performance.
- E-19. A plan for staff training is generated from the evaluation process.

F. Health and Safety

- F-1. Staff who spends time in family child care homes are free of physical and psychological conditions that might adversely affect children's health.
- Staff receive pre-employment health exam, tuberculosis tests and evaluation of any infection.
 - Hiring practices include careful checking of personal references of all potential new employees or volunteers.
 - New staff members serve a probationary employment period during which the director or other qualified person makes a professional judgment as to their physical and psychological competence for working around children.
- F-2. System staff receive annual training in the identification and reporting of child abuse and neglect.
- F-3. Suspected incidents of child abuse and/or neglect by System staff, providers, families, volunteers, or others are reported to the appropriate local agencies.

III. FAMILY CHILD CARE ACCREDITATION

A. Compliance with Ordinance

- A-1. The System will assure that family child care programs are free from religious bias in instructional policies, practices and materials. Where a family child care provider has employees, the System will assure that employees of the provider are hired without regard to religious beliefs and affiliations. Requirements are outlined in Appendix 1
- A-2. The Family Child Care System will monitor the status of each provider's compliance with state licensing or county certification rules, as outlined in Appendix 2.
- A-3. The System will assure that all providers complete the annual rate survey conducted by the City's Child Care Tuition Assistance coordinator or contracted entity, as outlined in Appendix 3.

B. Compliance with Standards

- B-1. The Family Child Care System has a written plan for reviewing family child care programs that wish to be Madison accredited or re-accredited. The plan includes:
 - Methods to be used
 - Timetable for reviews
 - Procedure for establishing and monitoring goals for improvement for individual providers.
- B-2. The family child care System annually reviews each family child care program to determine whether the provider and program are in compliance with the City of Madison Accreditation for Family Child Care Providers.
- B-3. The annual compliance review of individual providers includes the following:
 - The provider's self-evaluation (completion of the appropriate provider packet)
 - Assessment of at least one observer designated by the System who observes the family child care program during the hours for which the program is accredited.
 - Evaluation by parents of the provider.
 - A review of the provider's policies, contracts, printed materials and business practices to assure consistency with the Madison Accreditation Standards for Family Child Care Providers.
 - Review of the provider's compliance with state licensing or county certification.
- B-4. The System reviews provider applications for exception to the group size and provider to child ratios, and makes recommendations to the Community Development Division Child Care Unit, as outlined in Appendix 4.

- B-5. The System explicitly determines whether member providers will be accredited for family child care during evening, nighttime, overnight, and early morning hours. If so, the System develops policies and procedures that assure the same level of support and review as that of providers accredited for daytime care, as outlined in Appendix 5.
- B-6. Upon determining that a family child care provider meets the Standards for Accreditation of Family Child Care Programs, the System will initiate a certificate as outlined in Appendix 6.
- B-7. The System has an appeal procedure that may be used if a provider does not agree with a decision of System staff that impacts on the provider's accreditation. The procedure includes the following elements:
- Steps and timelines
 - Role of System staff, director, and Advisory Committee
 - Provision for appeal to the Community Development Division Child Care Coordinator if internal attempts at resolution are not successful.
- B-8. The System provides the Community Development Division with a monthly report of System providers, including:
- Addresses and phone numbers of accredited providers
 - Newly accredited providers
 - Providers re-accredited
 - Newly accepted provider applications
 - Provider address changes
 - Providers terminated
 - System staff assignments

C. Training

- C-1. The System offers training opportunities for member providers that help providers meet the 20-hour training requirements outlined in the Madison Accreditation Standards for Family Child Care Providers.
- An annual training plan is developed by the System which includes both formal and informal training opportunities and utilizes community training resources.
 - The training plan is designed to help providers meet the goals identified during their annual accreditation review.

IV. SERVICES TO PROVIDERS

- A-1. The System offers services and resources to member provider
- The System has a written agreement with providers describing services and resources available, who is eligible for services and resources, and how providers access services and resources.
 - The written materials clearly describe fees charged for services, if any.
 - The System will provide services to assist members in complying with and maintaining Madison Accreditation Standards for Family Child Care Providers.
- A-2. Services and resources are responsive to providers' interests.
- Through annual evaluation, communication with and participation on the Advisory Committee, and other means, providers have opportunity to evaluate the effectiveness of services and resources, and to make recommendations to the System for changes.
 - The System will provide support and identify community resources as requested by member providers.
- A-3. Services and resources are designed to contribute to the providers' professionalism and capacity offer quality care and early education services.
- The System will provide a bi-annual needs assessment to collect information about wages, capacity, and the cost of providing care.

V. SERVICES FOR FAMILIES

- A-1. The System provides families with a single source of information about services offered by the System and the general services offered by its member providers.
- A-2. The System has a written statement (manual, brochure, etc.) for parents which describes the services offered, policies for providers and families, and procedure for complaints.
- A-3. Through annual evaluation, communication with and participation on the Advisory Committee, and other means, families have opportunity to evaluate the effectiveness of services and resources, and to make recommendations to the System for changes.
- A-4. The System has procedures that may be used if a family has a concern or problem with a provider. This procedure includes the following elements:
- Encouragement for families to attempt to resolve the problem directly with the provider.
 - Role of System staff in problem resolution and mediation
 - Role of the director
 - Role of the System Advisory Committee
 - Appeal to the Community Development Division if attempts to resolve problems internally regarding accreditation status aren't successful.

- A-5. In cooperation with the Child Care Assistance Coordinator of the Community Development Division, the System provides enhanced services to families receiving assistance through the City's Child Care Assistance program.

VI. COMMUNITY COLLABORATION

- A-1. The System maintains relationships with related agencies and groups to maximize services to families and providers.
- Communication and cooperation with regulatory agencies such as State Licensing and 4-C Certification staff.
 - Involvement in community-wide training and planning efforts, where appropriate.
- A-2. The System maintains a visible and active presence in advocacy for quality family child care.

**APPENDIX D
NON-SECTARIAN PRACTICES**

Provider Requirements: Sec 3.18(3)(c)1c-d of the Madison Ordinances requires that there be no religious bias in instructional policies, practices and materials in Madison accredited child care programs. Where a program has employees, the ordinance also requires that all staff be selected on a nondiscriminatory basis without regard to religious beliefs or affiliation. *City Accreditation Standards for Family Child Care Providers* Section I.A states that “The Family child care provider complies with Federal, State, County, and City child care regulations related to providing child care.”

System requirements: The System’s responsibility for assuring compliance with this ordinance requirement is clarified in *Madison Accreditation Standards for the Administration of Family Child Care Systems*. Section II.A. states that “The family child care System supervises the individual providers within the organization who are or wish to become Madison accredited.” Satellite’s responsibility is further identified in the agency’s contract with the City, which states, “Satellite will provide Madison accreditation to member providers using the Madison Accreditation Standards for Family Child Care Providers.”

1. The application form will include an opportunity for the provider to indicate whether religious policies, practices or materials are incorporated into the program of the family child care program.
2. If the applicant answers in the affirmative to question, the System staff will clarify the requirement of non-sectarian practices in accredited programs. Applications may be accepted only from providers who are willing to follow this requirement during hours of child care.
3. The requirement of non-sectarian policies, practices, materials, and employment will be restated in the System-Provider agreement, which is signed at the time of accreditation or re-accreditation.
4. If the System staff become aware during program visits, consultations and re-accreditation process that a provider is not in compliance with this requirement, the System staff will remind providers of this ordinance requirement.

System staff will make every effort to help providers make needed changes in their programs to maintain compliance with this ordinance requirement.

APPENDIX E
MONITORING LICENSING COMPLIANCE
MADISON FAMILY CHILD CARE ACCREDITATION POLICY

Provider Requirements: Sec 3.18(3)(c)1.e-f of the Madison Ordinances requires that accredited family child care programs be in compliance with state licensing rules. *City Accreditation Standards for Family Child Care Providers* Section I.A states that “The Family child care provider complies with Federal, State, County, and City child care regulations related to providing child care.”

System requirements: The System’s responsibility for assuring compliance with this ordinance requirement is clarified in *Madison Accreditation Standards for the Administration of Family Child Care Systems*. Section II.A. states that “The family child care System supervises the individual providers within the organization who are or wish to become Madison accredited.” If a System is funded through a contract with the City of Madison, that contract may identify further obligations.

The purpose of this policy is to outline the steps to be completed by the System to monitor the regulation status of Madison accredited family child care programs as a function of the accreditation process.

1. At the beginning of a provider’s accreditation/re-accreditation process and throughout the year System staff will refer to the Department of Children and Families Child Care Finder website to determine the licensing status of providers who are in process of accreditation or re-accreditation.
2. Where there are licensing violations, System staff will inform providers that compliance with licensing is a requirement of accreditation; failure to address licensing issues can jeopardize their accreditation.
3. To continue their accreditation, providers must successfully address outstanding licensing violations.
4. It is not the intent of this policy to require that System staff continually monitor licensing violations. However, as the System Staff becomes aware of licensing violations that occur between accreditations, the System staff will remind providers of the obligation to remain in compliance with licensing requirements. The System staff will follow through on such violations to verify that violations have been rectified.

APPENDIX F
PROCESS FOR GRANTING AN EXCEPTION
TO GROUP SIZE AND PROVIDER/CHILD RATIOS

The City Standards for Accreditation of Family Child Care Providers states that the provider may request an exception to specific standards covering group size and provider/child ratios and that the family child care System may grant an exception to that standard up to numbers set by State Licensing rules.

The exception procedure is as follows:

1. The provider requests an exception to one or more accreditation standards from the family child care System. The request must be submitted in writing prior to the time the situation is present and the exception is needed. The System is able to consider only those situations covered in the City standards. State Licensing rules must be maintained.
2. The family child care System will consider the exception based on its experience with the provider. The general principles to be followed by the System include:

The provider has shown the capacity over time (at least 1 year) to provide child care which meets city accreditation standards. This is documented in the provider's most recent accreditation materials.

A System staff member has observed the current care situation (provider with children present) and is confident that the provider understands the standards. The child care practices followed in the program reflect quality child care consistent with city standards. The System staff discusses the ramifications of the exception with the provider and documents the conversation including specific parameters or stipulations.

The exception will not at any time jeopardize the health and safety of the children in care.

Each exception is situation specific and not to be generalized to an individual provider over time, or to other providers.

3. The family child care System consultant makes a recommendation to the System Director regarding the granting or denial of the exception and develops a plan for monitoring the program including a time line for the exception. In consultation with the consultant, the System Director grants or denies the exception. If the System denies the exception, the provider can appeal the decision through the internal agency appeal process.
4. The System submits the outcome of the request and the plan for each approved exception to the City Child Care specialist working with the family child care System.

APPENDIX G OVERNIGHT CHILD CARE

I. Provider Requirements

1. Individual providers may be specifically accredited for overnight child care. Overnight care will be done only in the accredited provider's program/center. Providers will meet the Madison Standards of Accreditation for Family Child Care Providers. In addition to the meeting the Madison standards and the membership requirements of the family child care System, the provider will be required to meet the following stipulations:
2. Every provider caring for 1-8 children will be county certified or state licensed as a family child care provider.
3. *A provider may care for children a maximum of 12 hours in any 24-hour period. Although not prohibited, working a second job outside of care hours may impact a provider's ability to be accredited (i.e. sleeping schedule, physical capacity).*
4. Children will be cared for a maximum of 12 hours in any 24-hour period.
5. Children must be under adult supervision at all times.
 - The provider or an adult substitute who meets the applicable Madison standards must be present at all times. No person under 18 years may be left in sole charge of the children.
 - A written plan for the supervision of children throughout the night will be created (i.e. electronic monitoring, checking on children, other adults in home, provision for substitute care, quarterly parent-provider discussion).
6. While sleeping, children may share a room with other children, but children may not share a room with adults.
7. Each child shall have their own crib, bed or cot. Bedding is child specific until laundered.
8. The program for children shall be suitable to the time of day the children are in care. Appropriate materials and equipment need to be available to children during their waking hours; activities and routines shall compliment the child's daily schedule.
9. Emphasis will be placed on parent/provider communication to ensure adequate exchange of information of children's needs and the care situation. Quarterly discussions (in person, on phone) between parent and provider will be scheduled. Specific agreements will be documented as part of the parent-provider agreement (i.e. written plan of supervision).

II. Family Child Care System Requirements

The System will accredit providers for family child care during evening, nighttime and early morning hours. This will require System staff observing and meeting with providers during those hours of care. Because over night care will have strong ties with the provider's own family and home, the accreditation process will require sensitivity on the part of the System staff and a willingness to meet standards on the part of the provider.

1. The basic areas of the standards will be considered in determining accreditation status: organization of the family child care program and business, program policies, interactional setting and the physical environment. Additional stipulations for providers have been outlined in **Over Night Care, I. Provider Requirements.**
2. Regular requirements and processes will be followed by the System staff during the accreditation process. As with any provider accreditation, the System staff will rely on written policy, information given in the accreditation packet, provider integrity, parent reports, conversations and observations in determining whether a provider meets standards. Observations of the family child care program by the family child care System staff will take place during hours of care. System staff may observe during drop-off/pick-up times, meals, transitions to bed or waking up and while children are sleeping. The System staff may use drop-in visits to monitor the family child care program.
3. If safety concerns regarding a specific neighborhood or provider arise, the family child care System will contact the City Child Care Unit to discuss possible city supports to ensure safety of System staff during nighttime visits (i.e. contact with neighborhood resource teams, community centers, police department, neighborhood security agencies.)
4. Substitute care will not be provided for care offered during evening or nighttime hours.

APPENDIX H ACCREDITATION CERTIFICATES PROCESS

A. System Certificate

At the completion of the annual reaccreditation process, the City of Madison Child Care Specialist assigned to accrediting the family child care System will generate a certificate that will be signed by the Specialist and the Mayor.

B. Family Child Care Providers Certificates

1. Annually a supply of blank accreditation certificates will be printed by CDD Child Care Unit staff. These certificates will be given to the Family Child Care System staff to be filled in during the year.
2. Certificates will bear the signatures of the System Consultant, System Director, and the City Child Care Specialist assigned to the System.
3. On a quarterly basis the Child Care System staff will generate certificates for providers who will be completing their accreditation process. The certificates will be sent to the City Specialist for signature and then returned to the System staff for completion.
4. Accreditation certificates will be presented to providers at the final meeting of the accreditation process.
5. A letter congratulating the provider on successful completion of City Accreditation will be generated by the City staff.