

CITY OF SUN PRAIRIE REQUEST FOR PROPOSALS



RFP #: 16-PW07

Title: PARKS & OPEN SPACE MASTER PLAN

Department: PUBLIC WORKS

Due Date: July 28, 2016

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I. NOTICE TO PROPOSERS

A. Summary

The City of Sun Prairie department of PUBLIC WORKS is soliciting proposals from qualified vendors for PARK & OPEN SPACE PLAN CONSULTING. Vendors submitting proposals are required to read this Request for Proposals “RFP” in its entirety and follow the instructions contained herein.

B. Important Dates

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

Issue Date: June 24, 2016
Questions Issue Date: July 11, 2016
Answers Posted Date: July 14, 2016
Due Date: July 28, 2016, 2:00 PM CST
Council Approval: August 2, 2016
Project completed: April 1, 2017
Comprehensive plan covers: 2018 - 2022

C. How to Submit a Proposal

Submit five (5) copies of all required documentation (Proposal and Forms A-D) in separate sealed envelopes. The Cost Proposal (Form F) should be in a separate sealed envelope from the proposals. Each envelope should be clearly marked RFP 16-PW07 as to the contents.

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

All proposal costs are the expense of the proposer. The City will not consider illegible proposals. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through F to City of Sun Prairie Clerk’s Department by July 28, 2016 2:00 PM CST.

All proposals must be clearly labeled:

Proposer’s Name and Address
RFP #: 16-PW07
Title: PARKS & OPEN SPACE PLAN
Due: July 28, 2016, 2:00 PM CST

All email correspondence must include RFP # 16-PW07 in the subject line.

Delivery of hard copies to: City of Sun Prairie CLERK'S DEPARTMENT
300 East Main Street
Sun Prairie, WI. 53590

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

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

D. Contact Information

The City of Sun Prairie Public Works Department is the procuring agency:

Lee Igl or
Scott VanOmmeran
City of Sun Prairie Public Works Department
300 East Main Street
Sun Prairie, WI. 53590
Phone: (608) 837-3050
Fax: (608) 837-3914
ligl@cityofsunprairie.com
svanommeran@cityofsunprairie.com

E. Inquiries, Clarification & Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the department contact listed above in section D.

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

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Sun Prairie reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

F. Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to the same websites as the original distribution – see G below. It is the proposer's 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.

G. Bid Distribution Networks

The City of Sun Prairie posts all Request for Proposals, addenda, tabulations, awards and related announcements on the distribution networks VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the proposer's responsibility to regularly monitor the bid distribution network for any such postings. Proposer's failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. VendorNet offers 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 Sun Prairie 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.

Home Page: www.demandstar.com
To Register: www.onvia.com/WAPP

Bid Opportunities: <http://www.cityofsunprairie.com/504/Bid-Opportunities>

City of Sun Prairie Bid Opportunities: <http://www.cityofsunprairie.com/504/Bid-Opportunities>

H. Local Vendor Preference

The City of Sun Prairie has included a local vendor preference granting a scoring preference to local suppliers. The "local area" is defined as a physical address within Dane County, Wisconsin.

Exemptions and limitations may apply. Due to state law, buy local preference may not apply to public works projects. Due to federal restrictions, federally funded programs are also exempt. Exemptions will also be made for emergencies, sole source purchases, cooperative purchasing agreements and cases in which a local vendor is not qualified as determined by City staff. If it is determined by City staff that a vendor has misrepresented its local status, it will be ineligible to receive preference.

I. 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 proposer's expense.

J. Acceptance/Rejection/Withdrawal 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).

K. Public Records Notice

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

S. 19.36(5)

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

s. 134.90(1)(c)

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

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

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

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

L. Tax Exempt

The City of Sun Prairie as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6006382. 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 42322.

M. 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 RFP as a basis; they are made solely between the bidders and third party unit of government.

N. Terms of Contract

(1) Term of Contract – The term of the contract shall be for a (1) year period to commence at a time to be determined.

Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract.

(2) Subcontracting Regulations – Successful vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, vendor or corporation.

O. Cancellation/Termination of Contract

The City of Sun Prairie may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the agency’s liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the

agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 30 days prior to said termination.

P. Evaluation Process and Scoring

The RFP will be reviewed by the Evaluation Panel. A staff member from the Finance Department will oversee the evaluation process to ensure fairness within the process.

The evaluation and selection process will consist of a review of RFP’s by a panel of staff and the Parks, Recreation and Forestry Commission based on the following criteria:

Each proposal will be evaluated as described below and assigned an overall score ranking.

Major Criteria Categories	Point Weight
Written Proposal	25%
Functional Requirements	15%
Cost	30%
Local Preference	10%
Reference Check	20%
TOTAL	100%

Q. Insurance and Indemnification Requirements

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract. See Form E for requirements.

II. DESCRIPTION OF RFP

PURPOSE

The City of Sun Prairie is seeking proposals from qualified firms to update the existing Comprehensive Park, Recreation and Open Space Plan with a minimum planning period of five years. The existing Plan was revised in 2009 and needs to update as soon as possible. The selected consultant will work closely with the City of Sun Prairie Public Works Department, the Recreation and Aquatics Department and the Parks, Recreation and Forestry Commission, a body comprised of residents and representatives from the Sun Prairie Community, as well as other City Officials, Boards and Departments.

BACKGROUND

Sun Prairie is located in the northeast corner of Dane County and within 10 miles of downtown Madison. It covers over 12.50 square miles and has over 31,800 residents and is one of the fastest growing communities in the State of Wisconsin.

The City has received numerous requests for additional parks, open spaces and recreational facilities, from residents and sports organizations to passive users and national tournament organizers.

A Comprehensive Park, Recreation and Open Space Plan was last adopted in 2009 and needs to be updated before April 1st, 2017. With the delay in updating our last Comprehensive Plan and with the rapid growth of the community the City needs a fresh look and a task driven document to provide guidance for the Parks and Recreation Commission and employees into the future. The new plan will include a focus on the needs for additional recreational services, facilities, trails and open spaces.

PROJECT OBJECTIVES

An updated Comprehensive Park, Recreation and Open Space Plan needs to be developed for the years **2018-2023**. The City of Sun Prairie has established the following primary tasks for the creation of a Parks, Recreation and Open Space Master Plan.

The updated plan should include the following tasks:

1. Demographic Analysis

In this task the Consultant will assess all available data regarding the City's demographic profile and provide a 10-year projection of resident age, gender, and income.

2. Existing Park and Recreation Facility Inventory

In this task the Consultant shall compile an inventory of developed and undeveloped public parklands owned by the City and City owned lands that are not designated for public use but that may be usable as parkland. This will include a written and graphic description of each parcel or group of parcels included in the inventory along with a map depicting the location of each parcel(s). In addition to commonly utilized resources, the consultant shall consult with all available maps prepared by the City of Sun Prairie Parks and Open Space Plan 2009-2013 in completion of this task.

The inventory should include, but not be limited to, the following listed components:

- Public Parks and Facilities
- Undeveloped Land
- School Facilities

- Regional Parks and Open Space
- Private Parks and Open Space
- Existing and Future Public Trail Systems (within and surrounding the City)
- Outline existing community conditions as they relate to parks, trails and open space.
- Update of existing park facilities and improvements over the previous 7 years and

3. Potential Parkland Inventory

In this task the Consultant should identify undeveloped lands, not necessarily owned by the City, which may have potential for recreation purposes.

- Evaluate a need, location and size of the next Citywide Park

4. Recreation Program and Parks Facilities Assessment

In this task the Consultant shall prepare an assessment of the recreation services and offerings in the City, and shall prepare a demographic profile of the users of these services based on current recreation data and interviews. Include an assessment of how existing park, recreation and trails facilities meet the present and future needs of the community.

5. Citizen's Need Assessment

Since the residents of the City of Sun Prairie will be the primary users of the proposed parks and recreation facilities, it will be essential to have their input. This would include an initial assessment of resident attitudes, interest, and needs as well as an eventual review of the proposed Master Plan.

- A. In this task the Consultant will work with the City Council, Parks, Recreation and Forestry Commission, Recreation Department, DOW- Parks and Forestry Department to develop a survey questionnaire. Conduct community survey to determine if Sun Prairie Parks, Recreation, Family Aquatic Center and Dog Park meet the needs of community in regards to hours, services, locations and facilities. The survey may include both general and specific questions, as the success of this task is dependent upon answers that are based on a foundation of fact rather than general opinions. The questionnaire will be circulated to City residents with the Consultant responsible for mailing/delivery of the survey to residents (the City shall be responsible for the cost of mailing/delivery). The Consultant shall include a timeline for meetings to prepare and review the questionnaire as well as any related public workshop/public presentation meetings.
- B. In addition to the survey questionnaire, citizen participation will be solicited through the following means:
 - Interviews with stakeholders, community groups and City Staff to gather information regarding the needs for parks, open space, facilities and recreations programs.
 - Town Hall Style Meetings.
 - Open house / Question and Answer viewing of proposed plan.
 - Website announcements and availability of information.
 - Any other meaningful and reasonable method the Consultant could use to provide every opportunity for resident participation.
 - Conduct a minimum of two (2) public workshops as needed to gather resident /stakeholder input relative to park and open space planning.

6. Analyze Collected Data and Citizens Need Assessment

In this task the Consultant will analyze the survey data collected and citizen needs assessment and present the results in a format that can be used by the Parks, Recreation and Forestry Commission (PRFC) to prioritize the issues that will be addressed in the Draft Recreation Master Plan. The Consultant shall conduct meetings with the City to analyze the data and the survey as well as any related public workshop/public presentation meetings.

7. Prepare Cost Analysis

In this task, the Consultant will examine the cost of implementation of the various proposed components.

- Develop detailed recommendations for park and open space improvements with approximate cost estimates
- Assessment of current parkland dedication and impact fee requirements
- Identify tools /mechanisms to fund implementation of the revised plan.

8. Prepare Draft Parks and Open Space Master Plan

In this task the Consultant will participate in public workshops to present the results of the citizen's need assessment and any preliminary recommendations of the Consultant and the PRFC and designated representatives. In this task the Consultant shall also prepare a Draft Recreation Master Plan based on the data collection, the citizen's need assessment survey, input from the community during the public workshops, and any additional analysis of data and mapping performed by the Consultant and approved by the City. The Consultant shall attend meetings with the City to prepare the draft Park, Recreation and Open Space Master Plan as well as any related public workshop/public presentation/public meetings.

9. State of Wisconsin Department of Natural Resources Requirements

In this task the Consultant will utilize information from the Statewide Comprehensive Outdoor Recreation Plan (SCORP), the Capital Area Regional Planning Commission (CARPC), the Dane County Comprehensive Plan, NPRA, WPRA, the existing City of Sun Prairie Parks and Open Space Plan and public input sessions and follow WDNR Comprehensive Plan Guidelines.

10. Prepare Final Recreation Master Plan

In this task the Consultant finalizes the Draft Parks and Open Space Master Plan and presents the proposed draft document to the Prepare a presentation for a public hearing at a City of Sun Prairie Plan Commission meeting for further review and public hearings. Based on input from the City and the public the Consultant shall prepare the final Recreation Master Plan. It is imperative that the Recreation Master Plan identify specific future tasks that must be completed in order to implement the recommendations of the Recreation Master Plan including but not limited to:

- Develop policies and a strategic action plan that represents the values of the community for park and recreational facilities.
- Expansion of existing recreation programs to meeting existing and future demand, including cost projections.
- Establishment of new recreation programs to serve previously unidentified population(s), including cost projections.
- Facility upgrades and improvements to existing facilities, including concept layout plans and cost projections.
- Suggested additional facilities including concept layout plans and cost projections.
- Capital plan for the replacement of existing equipment and the purchase of new equipment for expanded and newly established recreation programs, including staffing and cost projections.
- Capital plan for the acquisition and improvement of new parkland, including cost projections.
- Identify potential funding and grant opportunities.
- Creation of a graphical / illustrative document with maps and tables to ease readability / understanding to assist with the Plan implementation.

III. REQUIRED INFORMATION

A. References and contact information of for similar work that was performed

B. Time line of project

C. Staff qualifications

D. Company qualifications

E. Contact information

1. As noted on page 10, each of these tasks generally outline the work involved, and it shall be the responsibility of each consultant replying to this RFP to identify, with specificity, the tasks, sub-tasks, and meeting time for public workshops, public presentations, and public hearings, including a proposed timetable, to perform and complete the work outlined herein. This will include meetings with the City, public workshops and public hearings. Consultants may suggest any additions to the Scope of Services they feel would be beneficial to the City however; the proposal cost may not be based upon provision of such additional services. The City reserves the right to amend this Request for Proposals to include any such suggested services.
2. Four monthly meetings with the Sun Prairie Parks and Recreation Board to develop the outline, goals and objectives and determine a schedule for completion the Parks, Recreations and Open Space Master Plan
3. The completed Plan will include 10 copies of the final document and four digital copies. Twelve draft copies will be provided for meetings as needed. The digital copies will allow for editing (i.e. Microsoft Word, Excel, PowerPoint) and changes to assist with updating future plans.
4. All proposals will include references and contact information for similar work that was provided to comparable municipalities or county governments.
5. Scope of project must be complete on or before April 1st, 2017.



Form A: Signature Affidavit

RFP #: 16 – PW07

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 taken 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 Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the attached Proposal and pricing is 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 #: 16 – PW07

This form must be returned with your response.

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

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Fee Proposal		
Form E: Exceptions (if applicable)		
Appendix A: Standard Terms & Conditions	N/A	
Addendum #		

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile/Qualifications
RFP #: 16 – PW07

This form must be returned with your response.

COMPANY INFORMATION

Company Name (Make sure to use your complete, legal company name.)			
FEIN (If FEIN is not applicable, SSN collected upon award.)			
Contact Name (Able to answer questions about proposal.)		Title	
Telephone Number		Fax Number	
Email			
Address	City	State	Zip

AFFIRMATIVE ACTION CONTACT

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

Contact Name		Title	
Telephone Number		Fax Number	
Email			
Address	City	State	Zip

ORDERS/BILLING CONTACT

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

Contact		Title		
Telephone Number		Fax Number		
Email				
Address	City	State	Zip	

LOCAL VENDOR STATUS

The City of Sun Prairie has included a local vendor preference granting a scoring preference to local suppliers. Only suppliers within the City of Sun Prairie limits as of the bid's due date will receive preference.

<p>CHECK ONLY ONE:</p> <p><input type="checkbox"/> Yes, we are a local vendor.</p> <p><input type="checkbox"/> No, we are not a local vendor.</p>

CORPORATION INFORMATION

If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors

LICENSES AND PROFESSIONAL REGISTRATION

List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you will be required to provide a copy of such license/registration before work can begin.

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if applicable)	License/Registration Expiration Date

CONFLICT OF INTEREST

A conflict of interest may exist where an employee or close relative/family member has a connection to your business, and a third party may consider that this relationship may compromise the competitive process. Does any employee of your company have a possible conflict of interest with this process? Yes No

If yes, please specify the following:

Employee Name: _____ Employee Phone Number: _____

Employee's Relationship: _____

PRIOR WORK

Has your organization ever performed work for the City of Sun Prairie? Yes No

If yes, please specify scope of work:

WORK EXPERIENCE

List contracts for similar services or materials that have been completed within the last five years.

Project	Location	Type of Service	Total Amount of Contract	Completion Date	Name/Phone of Owner or Other References

KEY PROJECT PERSONNEL INFORMATION

Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years of Experience	Education (Degrees, Certificates)	Other Relevant Experience and/or Qualifications

JUDGEMENTS AND CLAIMS

Are there any judgements, claims or suits pending our outstanding against you or your organization?

Yes No

If yes, please explain:

DISPUTES REGARDING LIENS

Has any owner or higher-tier contractor with whom your business has had a contract ever disputed a claim of lien filed by you or your organization? Yes No

If yes, please explain:

RECEIVERSHIP

Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?

Yes No

If yes, please explain:

LEGAL INFRACTIONS

Have you or your organization been cited and/or fined for failure to comply with federal or state regulations and/or statues in the past two years? Yes No

If yes, please explain:



Form D: References
RFP #: 16 – PW07

This form must be returned with your response.

Reference # 1 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number		Fax Number	
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

Reference # 2 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number		Fax Number	
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

Reference # 3 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number		Fax Number	
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

Reference # 4 – Client Information			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number		Fax Number	
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

Reference # 5 – 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 # 6 – 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			



**Form E: Professional Services Insurance and
Indemnification Requirements**

RFP #: 16 – PW07

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract.

INDEMNIFICATION – Professional Services

To the fullest extent allowable by law, Consultant hereby indemnifies and shall defend and hold harmless City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Sun Prairie. Consultant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Sun Prairie, or City of Sun Prairie's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Consultant, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to the City of Sun Prairie under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Consultant shall reimburse City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by

each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers.

GENERAL CONDITIONS – Professional Services

Laws, Regulations and Permits – The Consultant shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the project. The Consultant shall also be liable for all violations of the law in connection with the project. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, the Consultant shall bear all costs arising therefrom.

Safety & Security – The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin labor Code and the U.S. Department of Transportation Omnibus transportation Employee Testing Act.

INSURANCE REQUIREMENTS – Professional Services

Unless otherwise specified in this Agreement, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker’s Compensation and Employers Liability Insurance – The Consultant shall cover or insure under the applicable Wisconsin labor laws relating to worker’s compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Consultant shall provide statutory covers for work related injuries and employer’s liability insurance with limits of \$1,000,00 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance – The Consultant shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

Limits – The Consultant shall maintain limits no less than the following:

1. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to the City of Sun Prairie) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability – Five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.
4. Professional Liability – One million dollars (\$1,000,000) per claim and annual aggregate.

Required Provisions – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. The City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises occupied or used by the Consultant; and vehicles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Sun Prairie, its directors, officers, employees, or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after sixty ((60) days) (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Sun Prairie.
6. Such liability insurance shall indemnify the City of Sun Prairie against loss from liability imposed by law upon, or assumed under contract by, the Consultant for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The Consultant shall, upon demand of the City of Sun Prairie, deliver to the City of Sun Prairie such policy or policies of insurance and the receipts for payment of premiums thereon.

Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Sun Prairie. At the option of the City of Sun Prairie, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance – Prior to execution of the agreement, the Consultant shall file with the City of Sun Prairie, a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-5.

Sub-Contractors – In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

REQUEST FOR PROPOSALS

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the pricing is 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