

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 15045-0-2026-BG

Title: Recreational Services and Placemaking in Madison
Parks

City Agency: Parks Division

Due Date: Tuesday, September 1st, 2026
2:00 PM Central Time

Our Madison – Inclusive, Innovative, & Thriving

1 OPPORTUNITY AND WELCOME

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

The City of Madison Parks Division is seeking proposals from qualified vendors for Recreational Services and Placemaking in Madison Parks.

The Parks Division is seeking to partner with organizations to provide recreational and placemaking services that attract positive activities in its parks and enhance the park visitor experience. The Parks Division strives to provide affordable opportunities for recreational experiences, however, does not itself offer many recreational programs. Instead, the Parks Division relies on community partners to provide and manage park-based recreation and placemaking activities.

This RFP seeks new or expanded recreation ideas that align with City's commitment to equity, inclusion, innovation, and well-being. These services may include but are not limited to instructional programs, concession operations, and other innovative community, recreation, and park placemaking concepts. The purpose of this RFP is not to replace the current Parks Division permitting process or currently existing agreements. Successful programs will typically be longer-term in nature, and do not fit neatly into the existing park permitting framework.

The RFP is open to proposals in locations across the park system, provided that they don't conflict with or directly compete with existing uses. Areas of particular interest include parks that will see the most positive impact from a new or expanded activity. Successful responses will demonstrate how they bring a diverse range of people together, increase time spent outdoors, complement existing park uses and consider environmental sustainability and stewardship.

The entity proposing the activity should have the resources to implement the program in its entirety as the Parks Division is unlikely to provide any direct funding. Any capital improvements funded by the proposer and be pre-approved by the Parks Division. Proposals that request City contributions through capital or operating funds may include this in their proposal, but are unlikely to be recommended for approval due to budgetary constraints. Approved proposals will be formalized through an Agreement Document presented to the City of Madison Common Council and the Board of Park Commissioners.

The successful Proposer(s) will compensate the City in return for the ability to provide services in its parks, will meet the City's requirements for operations and abide by the City's terms and conditions set forth in this solicitation and also in the resulting agreement, if issued.

Proposers should note that the City of Madison has an existing agreement with Madison School and Community Recreation (MSCR) to provide recreational services in City parks. Proposals that directly compete with existing MSCR programming in Madison Parks will not be considered.

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

2 IMPORTANT INFORMATION

DEADLINE FOR PROPOSALS: Tuesday, September 1st, 2026 at 2:00 PM Central Time.

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

RFP NAME: Recreational Services and Placemaking in Madison Parks	
DEADLINE FOR QUESTIONS:	The deadline for questions is Friday, July 31st, 2026 at 2:00 PM Central Time. Questions and/or inquiries must be submitted by email.

CITY'S ANSWERS POSTED BY:	The City's answers to your questions will be posted as an addendum by Tuesday, August 11th, 2026. You must check the bid distribution websites for any addendums.
DUE DATE FOR PROPOSALS:	Tuesday, September 1st, 2026 2:00 PM Central Time
BID DISTRIBUTION WEBSITES:	https://vendornet.wi.gov/Bids.aspx https://www.demandstar.com/
CONTACT INFORMATION:	Brittany Garcia Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 Phone: (608) 608-243-0529 Email: bids@cityofmadison.com

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Sample Park Use Agreement

Form A: References

Form B: Vendor Profile

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

3.1 Official Bid Distribution Websites – IMPORTANT

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

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

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

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

3.2 Contact Information

City of Madison Purchasing Contact (Buyer)	Brittany Garcia Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 PH: (608) 608-243-0529 bids@cityofmadison.com
Questions about Affirmative Action Plans	Contract Compliance, Department of Civil Rights 210 Martin Luther King, Jr. Blvd. Room 523 City-County Building Madison, WI 53703 PH: (608) 266-4910 dcr@cityofmadison.com
Email note	Some email to the City gets lost in “spam.” If you send the City an email and you do not hear back within 3 days, please call the Buyer at (608) 608-243-0529.

4 OUR PURCHASING VALUES

4.1 Local Preference Purchasing Policy

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

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

4.2 Equity in Contracting

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

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

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

4.3 Equitable Hiring & Affirmative Action Plan

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

Information about the Affirmative Action Plan and how to comply is found here: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

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

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

Job Openings in Dane County You must notify the City of openings for jobs in Dane County, Wisconsin if you have 15 or more employees. You must agree to interview candidates that we refer to you through our Referrals and Interviews for Sustainable Employment (RaISE) program. Information is here: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

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

4.4 Limitations on Nuclear Weapons Producers

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

4.5 Sweatfree Purchasing

It is the City's policy not to purchase apparel (clothes made from textiles, shoes, footwear) from vendors who source their materials from sweatshops, where labor practices are inconsistent with international standards of human rights. See Madison General Ordinances Section 4.25 (https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOICH1--10_CH4FI_4.25PRITAP) for more information.

5 SCOPE OF WORK AND REQUIRED INFORMATION

5.1 Goals of the RFP

1. Activate parks with welcoming, positive programming. Increase the number and diversity of parks that offer activities, drawing a broad range of community members into parks across the system.
2. Advance equity, inclusion, and community connection. Prioritize proposals that serve underrepresented or underserved populations, improve access for people with disabilities, offer affordable or free participation, and bring people together across the community.
3. Establish a sustainable, accountable partnership process. Create a clear framework for evaluating, approving, and measuring long-term recreational and placemaking programming in parks, including defined success indicators and ongoing reporting.

5.2 Categories of Responses and Benefits to Partners

This RFP anticipates two categories of responses:

1. Community-based programs that do not charge participants a fee.
2. Vendor or business programs that charge participants a fee.

Benefits for selected partners include:

1. Standard reservation and permit fees may be reduced or waived for community-based programs.
2. Standard fees potentially modified for vendor or businesses programs demonstrating tangible community benefits.
3. Priority reservations and/or set aside space within the parks.
4. In some circumstances, equipment or set up materials may be left in the park for extended periods of time.
4. Recognition as a partner of Madison Parks.
5. Invitation to attend the annual volunteer celebration, if applicable.
6. Priority approval for continuation of activity for up to three years.

Working through an RFP and Agreement process allows the Parks Division the flexibility to approve activities outside of the standard reservation process and fee structure, as well as set unique parameters that meet the needs of the community and partnership.

5.3 Locations

The RFP is open to concepts in locations across the park system, and all locations will be considered. Areas of particular interest include parks that will see the most positive impact from a new or expanded activity. Also, programs in parks that have an assigned City of Madison Neighborhood Resource Team (NRT) or share similar demographics are of interest.

NRT park locations include: Aldo Leopold Park, Allied Park, Arbor Hills Park, Badger Park, Berkley Park, Cypress Spray Park, De Volis Park, Elver Park, Greentree-Chapel Hills Park, Hammersley Park, Lerdahl Park, Lucy Lincoln Hiestand Park, Meadowood Park, Marlborough Park, Newville (Kenneth) Park, Owl Creek Park, Penn Park, Pilgrim Park, Rimrock Park, Sheridan Triangle Park, Warner Park, and Worthington Park.

5.4 Required Information and Content of Proposals

The following questions must be answered in no more than six (6) typed pages (Arial 10 pt. font minimum). Maps or diagrams are not included in this page limit. Questions are grouped to match the evaluation criteria in Section 5.5.

Organizational Background (20%)

1. Briefly describe your organization's background and history.
2. What is your organization's mission statement, and how does it align with the Parks Division's mission?
3. What is the size of your organization (local, regional, national, international) and what is the address of the office from which this engagement will be managed?
4. Describe your organization's staffing structure and key team members, including titles, roles, responsibilities, and an organizational chart. Identify the primary contact.
5. Describe the certifications required for each staff classification (e.g., CPR/First Aid, professional certifications for instructors).
6. If you will use subcontractors or partners, describe the relationship between the parties.
7. How many years has your organization provided these or similar services, and where has this work been done previously? What were the outcomes?

Proposed Recreation Activities, Program or Placemaking Concept (35%)

1. Describe the concept. What activity or service are you proposing?
2. What are the benefits to the community that this proposal provides?
3. How does it bring people together to form relationships and increase time spent outdoors?
4. Which park or parks are you proposing to use? Why is(are) this location(s) the right fit?
5. Is the proposed park currently underutilized? If so, how does your program address this?
6. What is the proposed schedule and calendar of activities?
8. Provide a map showing your proposed setup in the park, including where items will be placed and whether they will remain during non-programmed times.
9. Is the proposal innovative and creative? Describe what makes it distinctive from existing programming.
10. What maintenance will you provide for the park to offset the increased use generated by your program?
11. What impacts will the program have on the surrounding neighborhood (e.g., parking, noise), and how will those impacts be mitigated?

Equity, Access, and Community Reach (20%)

1. Describe the demographics of the community you expect to participate in and benefit from your program.
2. Does your proposed location serve a Neighborhood Resource Team (NRT) area or a community with similar demographics? Describe the connection.
3. How will you ensure accessibility for people with disabilities (ADA compliance)?
4. How will you conduct community outreach, and what is your marketing strategy?
4. What fees, if any, will participants be charged? How will participants sign up and access the program?
5. Does your proposal include scholarships or sliding-scale fees to ensure broad access?
6. How broad or narrow is the community that benefits from this program?

Accountability, Measurement and Reporting (20%)

1. How will your organization define and track success indicators for this work? What specific metrics will you use?
2. How will your organization track and report attendance?

3. What is your expected timeline for implementation? Is this timeline realistic given your current organizational capacity?
4. For revenue-generating programs: describe the financial structure of the proposal, including how revenue will be shared with or reported to the Parks Division.

5.5 Basis for Selection

Evaluation Criteria	Evaluation Factors
Organizational Background (20%)	Years of experience; staff qualifications and certifications; demonstrated ability to deliver similar services in other locations; number of people served.
Proposed Recreation Activities, Program or Placemaking Concept (35%)	Alignment with the City's goals of equity, inclusion, innovation, and well-being; whether the proposal brings people together in positive activities; breadth of community served; for revenue generating programs, will it generate revenue returned to the Parks Division. Whether the proposal is functional for the park; whether it addresses maintenance and infrastructure needs; innovation and creativity; realistic timeline and ability to start programming; whether the schedule is viable; long-term viability of the program.
Equity, Access, and Community Reach (20%)	Whether the proposed location serves an NRT area or underserved demographics; ADA accessibility; affordability, scholarships, or sliding-scale fees; whether the park is currently underutilized. Quality of the marketing plan; ability to implement marketing plan independently; incorporation of partnerships and outreach with local organizations; strategies to reduce negative impacts on neighbors and current park users are identified and realistic.
Accountability, Measurement and Reporting (20%)	Clarity of success indicators and measurement methods; ability to track and report attendance; realistic implementation timeline.
Local Vendor (5%)	Preference given to local vendors.

6 HOW TO SUBMIT YOUR PROPOSAL

6.1 Proposal Checklist

Required Documents to Submit:		
Your Technical Proposal as described in Section 5.4		
Required Forms to Submit:		
Form A: References		
Form B: Vendor Profile		
RFP ADDENDUM Check the bid websites for any addendum. See Section 3.1 . - You can use the area below to track addendums. - An addendum might require you to submit additional documents. Make sure to read it carefully and send any additional documents.		
Addendum # (if any)	Have you read it?	Have you submitted any documents required by the addendum?
Addendum # _____		
Addendum # _____		

6.2 Submit your Proposal by the Deadline

Submit your proposal by email to City of Madison Purchasing Services by Tuesday, September 1st, 2026 at 2:00 PM Central Time.

- Make sure your proposal is complete (see [checklist](#) above) and readable.
- Include RFP 15045-0-2026-BG in the email subject line.**
- Email proposals to:** bids@cityofmadison.com
- Do not send your proposal to any other City email or agency
- If you cannot send your proposal by email, please contact the Buyer at (608) 608-243-0529

You must include RFP 15045-0-2026-BG on your proposal and all other communication to the City. **For email, include RFP 15045-0-2026-BG in the subject line.**

For example, an email subject line could read: RFP 15045-0-2026-BG Recreational Services and Placemaking in Madison Parks Questions

6.3 Format

- Electronic** – proposals are submitted electronically. Exceptions can be made for paper submittals but you must contact the Buyer ahead of time to make those arrangements.

- **Legible and readable** – if not the City might reject it.
- **Simple** – not necessary to include elaborate/ high tech/ expensive graphics or similar features.
- **Complete** – your proposal must include all required sections and forms. See [checklist](#).

6.4 Questions

You can ask questions about the RFP until the **deadline for questions of Friday, July 31st, 2026 at 2:00 PM Central Time**.

Email questions to Brittany Garcia at bids@cityofmadison.com. Remember to include RFP 15045-0-2026-BG in the subject line.

Any questions that are asked in person, over the phone, or on-site visits, and subsequently answered by City staff are considered "off the record" and "unofficial". The only official answers must be submitted through email and answered on the addendum(s).

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

6.5 Addendum (Changes or Clarifications to this RFP)

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

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

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

6.6 Multiple Proposals

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

6.7 Changing or Withdrawing your Proposal

You may make changes to your proposal before the due date of Tuesday, September 1st, 2026 at 2:00 PM Central Time.

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

6.8 Correcting Errors in your Proposal after the Due Date

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

6.9 No Exceptions from Bidders

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

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

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

6.11 Public Records and Trade Secrets

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

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

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

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

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

7 RULES FOR THE SELECTION PROCESS

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

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

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

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

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

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

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

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

A “Responsible” bidder has demonstrated the ability to perform successfully under the terms of the proposed contract. This includes having adequate financial resources or the ability to obtain them; can perform and deliver on time, delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills. A bidder that cannot demonstrate these things may be considered “not responsible.”

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

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

Such bidders may be deemed “not responsible.”

8 LEGAL CONTRACT REQUIREMENTS

8.1 Sample Use Agreement

You must review the Sample Use Agreement attached to the end of this RFP. This agreement will be used for the work resulting from this RFP.

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

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

8.2 Affirmative Action Requirements for Contractors

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

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

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

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

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

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

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

8.3 Insurance

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

SAMPLE PARK USE AGREEMENT
Between the City of Madison and Vendor

THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as "City"), and Vendor (hereinafter referred to as "Permittee"), is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, for many years, vendors have entered into agreements with the City allowing vendors to provide recreational and concession services to City residents and visitors at City shelters and facilities located at numerous City parks, which agreements are in the public's interests as they facilitate greater access and enjoyment of the City's lakes and recreational opportunities; and,

WHEREAS, the vendors provide services to City residents and visitors, such as canoeing, kayaking, and boating lessons, watercraft rentals, kids camps, and food and general concessions, that the City does not, and cannot, otherwise provide at these, or other, locations, but which are in the public's interest; and,

WHEREAS, it is in the City's interest to have only one vendor of these recreational and concession services at each Park to ensure that general public's use of the Park is not interfered with, and that the vendor complies with general standards of safety and care in its dealings with the public; and,

WHEREAS, in order to find a vendor who can best provide these recreational and concession services at City parks consistent with City standards and interests, the City issued a Request for Proposals for the Right to Conduct Rental, Instructional Service and Concession Activities at Select City Parks, including _____ Park; and,

WHEREAS, Permittee's proposal to operate recreational and concession services at _____ Park was accepted by the City and approved by the Board of Park Commissioners; and,

WHEREAS, there are numerous capital investments in equipment, piers, grounds, and rental and concession facilities that need to be made to provide the best and safest services possible at _____ Park, and these improvements can only be made by the Permittee if there is a contract clarifying the relationship between the City and the Permittee (the "Parties").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Permittee to use _____ Park to conduct [enter description of uses].

The Premises is described generally as follows, and further depicted on Exhibit 1:

[enter description of use area]

2. Term; Renewal. This Agreement shall be effective for up to (X) years, from January 1, 20__ through no later than December 31, 20__. The Permittee may renew this Agreement for (X) additional years by submitting written notice of its intent to renew this Agreement to the Parks Division by November 1, 20__. The City may then decide to renew or not renew the Agreement at that time based upon the Permittee's performance under this Agreement. The decision to renew or not renew the Agreement solely that of the Parks Superintendent, or their designee, and is not reviewable. The City will notify Permittee in writing of its decision to renew or not renew this Agreement by

December 1, 20____. If the Agreement is renewed, the terms and conditions of this Agreement will remain in place until the Agreement is modified, terminated, or expires.

3. Grant. City does hereby grant to Permittee permission to conduct [activity] at the Premises, as set forth in this Agreement. [If applicable—The City will retain all riparian rights at the Premises and in no way does the Agreement transfer any riparian rights at _____ Park to the Permittee.] As part of this grant, the Permittee shall have sole use of, and responsibility for [enter other facilities/structures] and [items] the Permittee builds, stores or installs. Unless approved for other uses by the Parks Division, the [enter name] shall only be used for storage. The Permittee shall have [enter other conditions of use] at _____ Park as set out in this Agreement.
4. Improvements. During the life of this Agreement, including any renewals hereunder, the Parties agree that improvements, repairs and upgrades to the Premises (“Improvements”) may be necessary. Improvements do not include any piers, docks, storage racks, or other moveable personal property the Permittee provides to conduct its business. These items will be paid for solely by the Permittee and will remain the personal property of the Permittee, unless otherwise agreed to by the Parties. Regarding the Improvements, the Parties agree as follows:
 - a. Improvement Planning. All Improvements will be approved by the Parks Division and will be paid for by the Permittee.
 - b. Plans and Approval. Prior to making any Improvement, Permittee must notify the Parks Superintendent, or representative, in writing of the anticipated Improvement. For any Improvements of \$5,000 or more (except for electrical, plumbing, or other utility service to the Premises), Permittee shall present the plans for the Improvement to the Board of Parks Commissioners, who shall either approve the Improvement, or reject the Improvement. If rejected, Permittee has no appeal rights, but may present a modified plan to the Board for reconsideration at a later date. Depending on the nature of the proposed Improvement, the Board of Parks Commissioners may require, before approving or rejecting the Improvement, an advisory opinion from the Board of Public Works.
 - c. Joint Participation. Upon notification of a proposed Improvement, the City may elect to participate in the project. If the City does elect to participate in an Improvement project, the Parties shall agree on each Parties’ respective share and responsibility for the project. If the City determines that public bidding requirements are applicable, the City shall manage and oversee the project and Permittee shall make whatever financial contribution is agreed upon by the Parties prior to the start of construction. However, the Parks Division may choose to participate in any or all Improvement projects by sharing the cost or undertaking the Improvements with its own staff on a case by case basis.
 - d. Construction. Except as provided in Subsection c, the funding and construction of any Improvement under this Section is entirely the responsibility of the Permittee, who shall be responsible for obtaining any required permits, licenses, and approvals for the improvement.
 - e. Donation and Acceptance of Improvements. Once the Improvements are complete, Permittee shall notify the Parks Superintendent, or designee, who shall then have the Improvement inspected. If the Parks Superintendent, or designee, is satisfied that the Improvement is consistent with the approved plans, and there appear to be no obvious defects or deficient workmanship, the City will accept the Improvement, which will be considered a donation by Permittee to the City for the use and enjoyment of City residents who use the Premises.
 - f. Warranties and Representations. Permittee agrees that when making Improvements, it will ensure that any and all warranties and representations made to Permittee by the

builder, contractor, manufacturer, etc., regarding the Improvement, shall also extend to the City, who shall assume ownership of the Improvement once completed.

- g. Ownership of Improvements. Any fixtures or Improvements made to the Premises pursuant to this Section shall be the property of the City upon completion and acceptance, where required, regardless of the source(s) of financial contributions for the improvement. While Permittee may use the Improvements pursuant to the terms and conditions of this Agreement, Permittee has no ownership right in any of said Improvements.
- 5. Conditions of Use. In entering into this Agreement, the Parties agree to the following terms and conditions regarding the Permittee's use of the Premises:

 - a. Services to be Provided at Premises. Permittee shall provide equipment and services to [describe activities and any other details regarding services to be provided].
 - b. Permits and Licenses. Permittee agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Permittee's business, including an annual Parks Vending Permit under Madison General Ordinances Sec. 8.17, and to comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Permittee's business. Permittee agrees to obtain all required inspections by the Health Department, Fire Department or any other governmental agency that are necessary to operate the services authorized under this Agreement. Permittee shall provide the Parks Division with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.
 - c. Equipment. City shall be responsible for providing space for [describe space if applicable]. The City shall also provide access to water and electrical service, as well as functioning bathrooms between Memorial Day and Labor Day. Permittee shall provide all other equipment necessary to operate the facility, including, but not limited to [describe Permittee equipment]. Permittee may place [describe other equipment] related to the operation of the Permittee's business in locations approved by the Parks Superintendent, or their designee. Permittee may, solely at Permittee's expense, install a security system in or around the the Premises. Permittee may install or use other security equipment with the written permission of the Parks Superintendent, or their designee, which equipment shall remain the property of the Permittee or the Permittee's contractor. Upon request, Permittee shall provide the Parks Superintendent, or designee, with a current list of all the Permittee's equipment at the Premises.
 - d. Special Events. Permittee may hold up to [X] special events and activities at the Premises each year with attendance of between [Y] and [Z] people. Any such special event or activity will not be charged a parks event permit fee, but other permit fees may apply depending upon the nature of the event or activity. All such special events or activities must be approved in advance by the Parks Division.
 - e. Shelter Use. Permittee shall have shared use of the _____ Park Shelter with priority use for [Activities] on _____ before 4 pm. The Shelter will be left in a clean and orderly manner that is presentable for another group to hold a reservation starting at 4 pm. Permittee will remove any storage materials from the Shelter if there is another reservation (such as a wedding) that has made a reservation after 4 pm.
 - f. Utilities. Permittee is responsible for all utility costs (e.g. electrical, water, sewer, stormwater) related to Permittee's operations at the Premises. The City shall remain responsible for the utility costs incurred to operate the public restrooms, the park shelter and other areas open for general public use on the Premises. The City shall provide separate metering for the utilities used exclusively by the Permittee at the [Facility] or the Parties may agree to a fixed monthly utility cost for the Permittee for each calendar year of

this Agreement if separate meters are not installed. If Permittee is not billed separately for utility service, payment of Permittee's utility costs to the City shall be made no later than 10 days of the end of the operating season. Failure to pay this amount in full, plus any accrued penalties, within 14 days of the due date, will result in a late penalty of \$50 and repeated delinquency may be considered a default under Section 27 of this Agreement.

- g. Product. Upon request by the Parks Superintendent or designee, the Permittee will provide a list of items and services offered for sale or rental at the Premises by Permittee, including, but not limited to [items].
- h. Equipment Safety. Permittee shall maintain all of Permittee's equipment, including safety equipment, in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- i. Storage. Permittee may store equipment at the Premises necessary to provide the services set forth in Subsection **Error! Reference source not found.** The Permittee may store equipment at [describe locations and restrictions] in a neat, orderly, and attractive manner as long as it does not interfere with utility or fire access or is otherwise a public nuisance.
- j. Maintenance. When in operation at the Premises, Permittee shall be responsible for maintaining the portions of the Premises used by Permittee or Permittee's invitees in a clean, safe and attractive condition. This includes keeping the grounds immediately adjacent to the Premises picked up and free of all paper and debris. [If applicable-This also includes being responsible for cleaning the restrooms at the Premises, including refilling paper products and soap, and maintaining the restrooms in a clean and sanitary condition.] Permittee agrees that should the Parks Division determine that the maintenance requirements of this Subsection are not being met after written notification and reasonable time to rectify, the Parks Division may perform or have performed additional cleaning or maintenance work, and charge the actual costs of such work to Permittee, payable within thirty (30) days of the issuance of the invoice, or as a charge against the Permittee's security deposit.

[If applicable-Any paper products, chemicals, trash-liners, or soap used by the Permittee in the restrooms under this Subsection will be provided by the City and are required to be in accordance with the City's Green Cleaning Program and comply with the green product standards, specifications and practices of this Program. Permittee is required to be familiar with the applicable standards of the City of Madison's Policy for a Sustainable Green Cleaning Program. These standards are set forth in the City of Madison's Administrative Procedure Memorandum No. 4-6, available at <http://www.cityofmadison.com/mayor/apm/4-6.pdf>. The failure to abide by the requirements of this Program shall be a default subject to Section 27 of this Agreement.]
- k. Alterations to Premises. No modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the permission of the Parks Superintendent, or their designee. Any requested modifications shall be submitted in writing to the Parks Superintendent, or their designee, outlining the need, plan, cost, desire for financial or physical assistance and whether the alteration should be considered an Improvement as set forth in Section 4 above.
- l. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the Zoning Administrator. Additionally, the Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section 23.

- m. Weapons Prohibition. Permittee 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 Agreement, other than while at the Permittee'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 Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
- n. Closing Date. The closing date of the Permittee's activities at the Premises shall be determined by Permittee, but such date shall occur no later than the Park Division's building winterization schedule, unless arrangements for winterizing of the buildings being used by the Permittee at the Premises have been made by Permittee.
- o. Surrender of Premises. Upon the termination of this Agreement under Section 27, or, in the event that this Agreement is not renewed or expires under Section 2, Permittee shall vacate and remove all personal property from the Premises no later than December 31 of the final year of the Agreement or fifteen (15) days of termination, whichever occurs first. However, with the Superintendent's written consent, the Permittee may have up to ninety (90) days following termination to remove all equipment and property from the Premises. The Permittee will deliver the facility to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of normal wear and tear and with the exception of damage by fire or other casualty beyond the control of Permittee. Permittee may be granted additional time to surrender the Premises under this Subsection by written agreement with the Parks Superintendent, or their designee. Any damages to the Premises beyond normal and expected wear and tear shall be the responsibility of the Permittee. If these damages are not repaired by the Permittee before surrender of the Premises to the City, the City shall cause the repairs to be made and charge the cost thereof against the security deposit as set forth in Subsection p below. Any balance still owing by Permittee in excess of the security deposit shall be due within thirty (30) calendar days of the invoice. All equipment and other property of the City on the Premises shall remain the property of the City after the termination of this Agreement. No fixtures, whether or not purchased by Permittee, shall be removed from the Premises without the permission of the City. An inventory of City property and equipment will be performed before release. Any property of Permittee remaining on the Premises thirty (30) calendar days after surrender of the building will become the property of the City. Notwithstanding the preceding, Permittee must immediately surrender the Premises and remove all property therefrom in the event Permittee no longer meets the insurance requirements of Section 18.
- p. Security Deposit. The Permittee shall provide the City a security deposit in the amount of \$_____ prior to occupying the Premises. In cases where the damage and other assessable costs are greater than \$_____, Permittee shall pay to the City the remaining balance within 30 calendar days of the invoice from the City. If the security deposit is insufficient to cover any damages to the Premises, the City is authorized to take possession of any personal property of Permittee remaining on the Premises and sell this property to satisfy the security deposit requirement.
- q. Use Fee. For the use of the Premises, and the right to provide the services set forth above therein, Permittee agrees to pay the City a use fee for each calendar year of this Agreement (the "Use Fee"). Payment in full shall be due no later than September 30th each year. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) business days of the due date. The Use Fee is as follows:

[Enter use fees]

- r. Payment. Except where otherwise indicated in this Agreement or by City ordinance, Payment to the City of any fees or other amounts due the City under this Agreement shall be due no later than September 30th. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) business days of the due date.

The following is a projected schedule of annual payments based on the currently anticipated capital improvement plans and permit fees:

[enter payment schedule]

6. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the Parties.
7. Status of Permittee. It is agreed that Permittee is an independent contractor and not an employee or representative of the City, and that any persons who Permittee utilizes and provides for services under this Agreement are employees of Permittee and are not employees of the City. In addition, it is agreed that by granting Permittee the right to use the Premises for the purposes set forth herein, that the City is not granting Permittee the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. Sec. 135.02(1), between the City and Permittee arising from this Agreement. The Parties both acknowledge that this Agreement does not create a dealership under Wis. Stat. Ch. 135.
8. Assignability and Subcontracting. Permittee shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval, including any lease, other than space in a boat storage rack, or exclusive use of the Premises. All of the services required hereunder shall be performed by Permittee and employees of Permittee. If Permittee is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Permittee's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Permittee as of the date of this Agreement.
9. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a grant to Permittee of the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public, pursuant to Madison General Ordinances, Section 8.17. There is, therefore, no conveyance of any riparian rights to Permittee, but only permission to make use of the riparian rights the City has as owner of the property.
10. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Permittee's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Permittee's obligations under this Agreement.
11. Designated Representative. Permittee designates [Name] as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 23. The City may accept another person as the Contract Agent or request the appointment of another Contract Agent. If Permittee does not designate a Contract Agent acceptable to the City within thirty (30) days, the City may terminate this Agreement under Section 27, at its option.

12. Operating Agent. Permittee shall designate an Operating Agent of Permittee's activities at the Premises, who is the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises. _____ is designated the initial Operating Agent. In case the Operating Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Operating Agent, Permittee will designate another Operating Agent within forty-eight (48) hours of any changes to the Operating Agent or the Operating Agent's contact information. The City may accept another person as the Operating Agent or request the appointment of another Operating Agent. If Permittee does not designate an Operating Agent acceptable to the City within thirty (30) days, the City may terminate this Agreement under Section 27, at its option.
13. Advertising. It is understood that in the operation and conduct of this Agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol without permission of the Park Superintendent or their designee. In any commercial advertisement or announcement, Permittee may use the names of the City parks where the activity is located, but any such advertisement or announcement must also indicate that Permittee's activities are not associated with or affiliated with the City.
14. Amendments. This Agreement 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 other than the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the Permittee and the Parks Superintendent, or their designee.
15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Permittee 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 Permittee 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.
16. Indemnification. The Permittee 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 Permittee'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.
17. Hazardous Substances; Indemnification. Permittee represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. User further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be

interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

18. Insurance.

- a. Required Insurance. The Permittee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Permittee shall not commence work under this Agreement, nor shall the Permittee 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.
- (1) Commercial General Liability. During the life of this Agreement, the Permittee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations, and watercraft liability (covering motorized and non-motorized watercraft whether owned, non-owned or hired) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Permittee's coverage shall be primary and noncontributory, and list the City of Madison, its officers, officials, agents and employees as additional insureds. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary and noncontributory basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - (2) Automobile Liability. During the life of this Agreement, the Permittee shall procure and maintain 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. Permittee shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - (3) Worker's Compensation. During the life of this Agreement, the Permittee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Permittee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance.
 - (4) Umbrella Liability. During the life of this Agreement, the Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability, Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
 - (5) Property Insurance. Permittee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Such personnel property includes, but is not limited to, equipment, concessions, watercraft, and watercraft storage racks. The City shall not be liable for any damage to or loss of property of Permittee or others located on the Premises except to the extent such damage or loss was caused by the City's sole negligence or willful act.

- b. 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.
- c. Proof of Insurance, Approval. The Permittee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Permittee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. The Permittee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- d. Notice of Change in Policy. The Permittee and/or Insurer shall give the City thirty (30) calendar days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- e. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Permittee shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
- f. Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

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

- 19. Non-Discrimination. In the performance of the services under this Agreement, User agrees not to discriminate against any employee or applicant 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. User further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
- 20. Nondiscrimination Based on Disability. Permittee shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under Section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless assurance of compliance with Section 39.05 is provided by Permittee prior to the granting of the City financial assistance. Under Section 39.05(3)(b)4, "City financial assistance" includes any arrangement by which the City provides or otherwise makes available assistance in the form of the lease of, and the permission to use, City property.

Permittee assures that, in providing any service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

- a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
- b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;

- c. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
- d. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
- e. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- f. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
- g. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Permittee shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

- 21. Taxes and Assessments. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Permittee's right of appeal) against the personal property and services of Permittee on the Premises during the term of this Agreement.
- 22. Severability. It is mutually agreed that in case any provision of this Agreement 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 Agreement remain in full force and effect.
- 23. Notices. All notices to be given under the terms of this Agreement 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:

City: Superintendent of Parks
City of Madison Parks Division
330 E. Lakeside Street
Madison, WI 53715

Permittee:

Contracting Agent:

- 24. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement 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.
- 25. Audit and Retaining of Documents. The Permittee agrees to provide all tax returns and reports of services rendered under this Agreement. Tax records and service reports shall be provided within fifteen (15) business days after the Permittee receives the City's written requests,

unless the Parties agree in writing on a longer period. Records shall be retained by the Permittee for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.

26. Choice of Law and Forum Selection. This Agreement 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 Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, 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.
27. Compliance with Applicable Laws. The Permittee 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 Permittee and its agents and employees. The Permittee's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 27 of this Agreement.
28. Default/Termination.
 - a. In the event Permittee shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Permittee, 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 Permittee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Permittee under this Agreement.
 - 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 Permittee with ten (10) days written notice of termination.
29. Authority. Permittee represents that it has the authority to enter into this Agreement. If the Permittee is not an individual, the person signing on behalf of the Permittee represents and warrants that he or she has been duly authorized to bind the Permittee and sign this Agreement on the Permittee's behalf.
1. Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Amendment 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 Agreement 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 Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

PERMITTEE

[Name]

Date

SAMPLE

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Lydia A. McComas, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20____ and approved by the Board of Parks Commissioners at its meeting on _____, 20_____.

EXHIBIT 1
Map of Premises





Form A: References

RFP #: 15045-0-2026-BG

This form must be returned with your response.

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

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

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

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

ORGANIZATION/COMPANY NAME



Form B: Vendor Profile

RFP #: 15045-0-2026-BG

This form must be returned with your response.

COMPANY INFORMATION

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

AFFIRMATIVE ACTION CONTACT

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

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

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

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

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

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

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

CHECK ONLY ONE:

☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____

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