

## SECTION A: STANDARD TERMS AND CONDITIONS

### A. Request for Proposal

This document is intended to indicate the minimum requirements for the submission of Bids on City Projects.

1. General: The caption headings of each section of this contract hereof are intended for ease of reference only and do not constitute a part of this contract. Likewise, the captions shall not be deemed to indicate the intentions of the parties hereto.

"City of Madison," "City," and "Purchasing," are synonymous and mean the City of Madison. The words "offer," "bid," "proposal," "solicitation" and "contract" are synonymous and it is understood that once the City accepts the same, the document will constitute the contract contemplated by these instructions.

This solicitation does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion 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 bidder responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

2. Addenda: Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete and submit with their bids the enclosed form, "Acknowledgment of Addenda," acknowledging receipt of all addenda.

3. Tax Exemption: The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. Taxes shall not be included in bid prices. Per Wisconsin Statute 77.54(92), a Wisconsin governmental unit is not required to have a tax exempt number. Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's offer and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

4. Authorization of Proposal: If the bid is made by an individual doing business under a fictitious name, the offer shall so state. If the bid is made by a co-partnership, the full names and addresses of all members and the address of the co-partnership shall be given and the bid shall be signed for all members by one member thereof. If the bid is made by a corporation, it shall be signed in the corporation's name by an authorized officer. If the bid is made by a joint venture, the full names and addresses of all members of the joint venture shall be given, and the bid shall be signed by each venturer.

5. Bid Withdrawal: Each and every bidder who submits a bid specifically waives any right to withdraw it except as hereinafter provided. Bidders will be given permission to withdraw any bid after it has been deposited with the City, provided any bidder makes his or her request by telephone, fax or in writing, twenty-four (24) hours before the bid due date. Requests pertaining to withdrawal by telephone or fax shall be confirmed in writing by the bidder and shall reach the City not later than one (1) hour prior to the time fixed for submission of the bids.

6. Entire Agreement: These standard terms and conditions shall apply to any contract or order as a result of this solicitation except where special requirements are stated elsewhere in the Invitation, in such cases of special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall

constitute the entire agreement and no other terms and conditions in any documents, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the City of Madison.

7. Contract for Purchase of Services: The standard terms and conditions of the City of Madison Contract for Purchase of Services, shall apply to any contract or order as a result of the RFP and further reflect the minimum requirements for responses to the solicitation except as modified and/or supplemented by Attachment B, Special Terms and Conditions.