

# **CITY OF GREEN BAY**

## **REQUEST FOR BIDS**



RFB #: 3271

Title: KI Convention Center Skylight Replacement

City Agency: Department of Public Works

Due Date: September 10, 2020  
2:00 PM CT

CC: 91200, 91000, 77000

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## 1 NOTICE TO BIDDERS

### 1.1 Summary

The City of Green Bay Department of Public Works ("City") is soliciting Bids from qualified vendors for KI Convention Center Skylight Replacement. Vendors submitting Bids ("Bidders") are required to read this Request for Bids ("RFB") in its entirety and follow the instructions contained herein.

### 1.2 Important Dates

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

RFB Issue Date:	August 24, 2020
Non Mandatory Pre-Bid/Site Inspection Date:	September 2, 2020 10:00AM at 333 Main St. Green Bay, WI 54301 Meet in Lobby of Elm Street.
Questions Due Date:	September 3, 2020
Addendum Posted Date:	September 4, 2020
Due Date:	September 10, 2020, 2:00 PM CST

### 1.3 Format

The City will not consider illegible Bids.

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

Complete and return Forms A through E to City of Green Bay Purchasing Department by September 10, 2020, 2:00 PM CST.

### 1.4 Labeling

All Bids must be clearly labeled:	Bidder's Name and Address RFB #: 3271 Title: KI Convention Center Skylight Replacement Due: September 10, 2020, 2:00 PM CST
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All email correspondence must include RFB #3271 in the subject line.

### 1.5 Delivery of Bids

Delivery of hard copies to:	City of Green Bay Purchasing Department 100 North Jefferson St. Room 101 Green Bay, WI 54301
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Delivery of electronic copy to:	via eBidding platform on DemandStar (see section 1.12) or on a commonly used media with the hard copies. Emailed or faxed bids will not be considered.
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Bids 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 RFB name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

## 1.6 Appendix A: Standard Terms & Conditions

Bidders are responsible for reviewing this attachment prior to submission of their Bids. City of Green Bay Standard Terms and Conditions are the minimum requirements for the submission of Bids.

## 1.7 (Left Blank Intentionally)

## 1.8 Multiple Bids

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

## 1.9 City of Green Bay Contact Information

The City of Green Bay  
Purchasing Department  
administers the procurement  
function:

Calvin Winters  
Purchasing Department  
100 North Jefferson St. Room 101  
Green Bay, WI 54301  
PH: (920) 448-3048  
FAX: (920) 448-3050  
[purchasingag@greenbaywi.gov](mailto:purchasingag@greenbaywi.gov)

Contacting City staff outside of the Purchasing Department regarding this RFB without written consent from the Purchasing Department may result in your bid being rejected.

## 1.10 Inquiries, Clarifications, and Exceptions

Bidders are to raise any questions they have about the RFB document without delay. Direct all questions, ***in writing***, to the Purchasing Department Buyer listed in Section 1.9.

Bidders finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda – see 11.1 below. Bidders are strongly encouraged to check for addenda regularly.

Bids 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 Green Bay reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

## 1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda to its Bids distribution websites – see 1.12 below. It is the Bidders responsibility to regularly monitor the websites for any such postings. Bidders must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

## 1.12 Bid Distribution Networks

The City of Green Bay posts all Request for Bids, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned

documents are available **exclusively** from these websites. It is the Bidders responsibility to regularly monitor the bid distribution network for any such postings. Bidders failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Bidders.

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 Bids from the City of Green Bay 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](http://www.demandstar.com)

### 1.13 Oral Presentations/Site Visits/Meetings

Bidders 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 RFB process. Such presentations, meetings or site visits will be at the Bidders expense.

### 1.14 Acceptance/Rejection of Bids

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). Any bids submitted without all required forms as indicated shall be rejected.

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

### 1.15 Withdrawal or Revision of Bids

Bidders may, without prejudice, withdraw Bids submitted prior to the date and time specified for receipt of Bids by requesting such withdrawal before the due time and date of the submission of Bids. After the due date of submission of Bids, no Bids may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Bidders may modify their Bids at any time prior to opening of Bids.

### 1.16 Subcontracting or Third Party Payments

All subcontracting shall be pre-approved upon award by the City before any work begins. Subcontractors must abide by all terms and conditions of the bid. The prime contractor shall be responsible for all subcontractor(s) work and payment.

### 1.17 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features, however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their quote, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. Failure to identify exceptions or deviations in this manner may be a basis to declare the quote as non-responsive. If in your opinion, any of the

specifications, terms and conditions of this RFQ prevents you from offering a quote, consideration will be given to a Vendor's request for change.

#### 1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

#### 1.19 Public Records

Bidders are hereby notified that all information submitted in response to this RFB 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.

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

##### S. 19.36(5)

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

##### s. 134.90(1)(c)

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

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

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Bidders 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 Bids 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 Bids will be available for review in accordance with such laws.

#### 1.20 Contract Quantities

The estimated annual quantities identified for each item on the Bid Offer Form are for bid purposes only and are based on historical data. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that state the City must guarantee a specific quantity or dollar amount may be disqualified.

#### 1.21 Usage Reports

Annually, the successful Bidders shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

### 1.22 Partial Award

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

### 1.23 Tax Exempt

The City of Green Bay 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 #39-6005458. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be requested through the Purchasing Department. Our tax-exempt number is ES 047920.

### 1.24 Cooperative Purchasing

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

### 1.25 Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with Calvin Winters, Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 101, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

### 1.26 Wisconsin Statutes

The work shall be let in accordance with the following Sections of the Wisconsin Statutes:

- A. Section 62.15 regarding public works construction.
- B. Section 779.15 regarding lien on contractors.
- C. Section 66.0901(2) regarding proof of responsibility.

### 1.27 Bidders Responsibility

Bidders shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Bidders to fulfill the requirements of the resulting contract.

## 2 DESCRIPTION OF SERVICES/COMMODITIES

### 2.1 Scope of Work

The City of Green Bay, Wisconsin (City) on behalf of the RDA-Redevelopment Authority is requesting bids for all labor, materials and equipment necessary to completely and satisfactorily perform the skylight replacement in the KICC- KI Convention Center located in Green Bay, WI in accordance with specifications herein.

The City is seeking bids for removal and replacement of a skylight including installation of the new skylight.

The vendor is responsible to provide a skylight that complies with the specifications outlined herein. The vendor is responsible for delivery and installation of the skylight at the proposed site and warranty of the skylight and workmanship. The vendor shall account for cost of equipment and resources necessary for the removal of the existing cracked skylight; preparation and installation of the new skylight and the proper disposal of the existing cracked skylight within his/her bid. Installation of the new skylight shall include replacing existing wood curbing if required and properly flashing and tying the skylight system back into the existing roofing to ensure water tightness.

The work under this contract consists of providing all labor, materials, tools, equipment, services, methods, skills and supervision necessary to satisfactorily complete the work described in these Specifications. All work included under this contract shall be done, and all material supplied, in accordance with all applicable national, state, and local codes. All work and material specified, unless otherwise distinctly stated, is to be furnished at the Contractor's expense. Any work not herein specified, which may be fairly implied as included in the Contract, of which the Owner shall be the judge, shall be completed by the Contractor without extra charge.

**DOCUMENT LIMITATIONS:** While every effort has been made to ensure the accuracy and completeness of the information in this RFB, the City recognizes the information is not exhaustive of every detail and all work and materials may not be expressly mentioned in this document. Therefore, it is the Vendor's responsibility to include in their bid all requirements necessary for the full and faithful performance of the requested goods/services in accordance with the objectives of the City. The goods/services offered shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing, etc.

#### **LOCATION:**

a) Worksite- The worksite location is at the KI Convention Center at 333 Pine Street in Green Bay, WI. The skylight requiring replacement is located in the lobby off of Elm Street.

b) Project Description – Supply of listed skylight defined herein, removal and proper disposal of existing skylight and installation of new skylight including materials and labor for the project.

#### **QUALIFICATIONS:**

**STATEMENT OF QUALIFICATION: (SOQ) for INSTALLERS** A current Statement of Qualifications or Bidders Proof must be on file with the City no later than five days before the date quotations are due – per Wis. Stats. #66.0901. If you have previously submitted one, it is only valid for one (1) year. It is the vendor's responsibility to keep this current with the City of Green Bay Purchasing & Public Works Departments. Contact Purchasing for information at (920) 448-3047. The Statement of Qualifications form is an attachment to this bid or available to download & print off the City of Green Bay's website: [www.greenbaywi.gov](http://www.greenbaywi.gov) Click on "Departments" and under Administrative Services, click on "Purchasing". Scroll to the bottom of the page and you will see "**STATEMENT OF QUALIFICATION (SOQ) FORM**". Click on it to download & print. This form is needed for the installers only.



**DRAWINGS/SPECIFICATION SHEET AND BROCHURE:** Vendor shall supply a shop drawing(s), manufacturer's specification/data sheet and brochure for the skylight. Shop drawing shall include a plan, elevation, sections, and details indicating dimensions, tolerances, profiles, anchorage, connections, fasteners, provisions for expansion and contraction, drainage, flashing, finish, and attachments to other Work. Manufacturer's specifications/data sheets on each product to be used shall include preparation instructions and recommendations; storage and handling requirements; installation methods and maintenance instructions. Additional information may be attached.

**SCOPE:**

The scope of this project generally includes the removal and proper disposal of the existing skylight. The contractor shall furnish and install a replacement skylight defined herein: Provide all labor, tools, equipment and materials for removal of existing defective skylight and install the skylight, including delivery, unloading, moving, placement and any additional site work. Contractor shall utilize existing curbing. Installation shall include any required flashing to ensure water tightness.

Provided by Awarded Vendor:

- a) Structural design, engineering, fabrication, and installation of the entire skylight system to include extruded aluminum framing, trim and perimeter flashing.
- b) Fasteners, anchors and related reinforcement of the framing system as required to resist design loads.
- c) Composite panel, gaskets, sealants, seals, and related materials.
- d) Installation of the entire metal-framed skylight system.
- e) Vendor submittals shall include a shop drawing(s), manufacturer's specification/data sheet and brochure for the skylight. Work shall not commence until all submittals are approved by the City Engineer. Prior to starting any work, vendor shall provide the following:
  1. Shop drawing(s) – plans, elevations, sections and details, indicating dimensions, tolerances, profiles, anchorage, connections, fasteners, provisions for expansion and contraction, drainage, flashing, finish, and attachments to other work.
  2. Specifications/data sheets – each product to be used, including preparation instructions and recommendations, storage and handling requirements, installation methods and maintenance instructions.
  3. Submit manufacturer's structural calculations showing sizes of framing members and loads applied to supporting structure based on design loads.
  4. Submit any required signed and sealed structural calculations performed by a qualified professional engineer who is licensed in the state of Wisconsin.
  5. Product test reports: From a qualified testing agency indicating skylights comply with requirements, based on comprehensive testing of current products.
  6. Vendor shall furnish a set of color chips for initial selection representing manufacturer's full range of available colors and finishes.
  7. Vendor shall furnish a sample for verification of proposed framing members and panels. Sample shall be a minimum of 6 inches high by 12 inches wide representing actual product and colors.
  8. Work schedule
  9. Traffic control plan
  10. Testing plan
- f) All installation, project approval, travel, lodging, planning, management, coordination with owner and manufacturer of skylight, permits, unloading, setup, testing, and commissioning.
- g) Any tools or equipment necessary for unloading and installation of the skylight.
- h) Vendor shall provide all incidental items necessary for installation of the skylight including: replacement of existing wood curbing if required, base flashing, vinyl coating sheet metal flashing, caulking or other incidentals necessary to properly install the skylight to ensure water tightness.
- i) Bids shall include the cost for any rental equipment necessary for unloading and installation of the skylight.
- j) Limitations- The scope section is general in nature, and is not intended to give specific guidance for every task, or cover all that will be expected and required of the vendor.

**ESTIMATED MATERIAL AND DIMENSIONS OF THE SKYLIGHT TO BE REPLACED:**

- a) One (1) large rectangular skylight – estimated measurement 96"x96" (Contractor to field verify dimensional requirements)
- b) Skylight shall be a self-supported structural pyramid style structure made with clear anodized aluminum interlocking grid framework.
- c) Skylight panels shall be structural composite sandwich panels with translucent skins.
- d) Skylight shall comply with ASTM E 283 for air infiltration; ASTM E 331 for water penetration; ASTM E 72 and ASTM E 330 for uniform load deflection; ASTM E 661 for concentrated and impact loads; NFRC 100 for u-factor insulation; and certification authorization under the NFRC PCP (Framing and Panel).
- e) Framing system including all components shall be designed to support design loads as prescribed by the governing building code.
- f) Framing members shall be of sufficient sizes as required to support design loads.
- g) Deflection limits shall not exceed L/120 per IBC code requirements.
- h) Safety factors: Allowable stresses shall incorporate following safety factors, unless otherwise specified: Load Carrying Members: 1.65; Load Carrying Fasteners: 2.0.
- i) Design and install components with provisions for expansion and contraction due to a 100 degree F temperature variation without causing buckling, stress on the panels, failure of seals, undue stress on structural elements, reduction of performance or other detrimental effects.
- j) Acceptable manufacturers include: Major Industries, Imperial Glass Structures, Velux, or approved equal.

**DELIVERY, STORAGE AND HANDLING:**

- a) Delivery: Deliver to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name, manufacturer, and installation location.
- b) Storage/Handling: Store products above the floor and under cover in a clean, dry area until installation. Protect materials and finish from damage during handling and installation.

**SITE CONDITIONS:**

- a) Maintain environmental conditions (temperature, humidity, and ventilation) with limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

**PREPERATION:**

- a) Clean surfaces thoroughly prior to installation.
- b) Ensure supports to receive skylights are clean, flat, level, plumb and square.
- c) Aluminum protection: Where aluminum will contact dissimilar materials, apply a coating of bituminous paint or other neutral material or separate with a nonabsorbent isolator.

**INSTALLATION:**

- a) After the existing skylight is removed vendor shall evaluate condition of the existing wood curbing; should the wood curbing require replacement the vendor shall replace any rotted or unsatisfactory wood with new treated wood. Curbing shall be constructed as required to adequately support the new structure.
- b) Comply with manufacturer's written instructions for installation.
- c) Install skylights level, plumb, square, and accurately aligned, and in accordance with manufacturer's instructions.
- d) Do not install skylight components with deficiencies or dimensional errors. Do not proceed with installation until unsatisfactory components are replaced.
- e) Anchor skylights securely to supports using attachment methods that permit adjustment for construction tolerances, irregularities, alignment and expansion and contraction.
- f) Install skylights including flashings, fasteners, hardware, sealants and materials required for a complete, weatherproof installation.

**PERMITS:**

A building permit from the City is required and the fee is waived for the installation. The City of Green Bay will provide any necessary assistance and documentation required to obtain permits.

Vendor shall obtain an Obstruction permit from the City of Green Bay, Department of Public Works if a crane will be utilized on Elm Street; the fee for the permit will be waived.

**BID REQUIREMENTS:**

Design and Layout- from the site inspection and your measurements of the existing skylight, select the proper skylight to satisfy all aspects of this document and achieve conformance with OSHA requirements.

All submitted documents must be printed. Submit two (2) copies of each document listed below response to this RFB is required to be on these attached specification/worksheets:

- a) Submit a copy of specification and pricing page (Form D).
- b) Submit a listing of additional features included but not required by this document
- c) Exceptions- Provide an all-inclusive list of any and all exceptions or substitutions taken to any part or parts of these specifications. Identify specification number and details about exception and alternate solution proposed.
- d) Submit complete drawings including material and dimensions of the proposed skylight for review.

**BID EVALUATIONS:**

Criteria- Vendor and fixtures will be selected to best meet the needs of the KICC. Selection will be based upon the following criteria:

- a) Value to the owner
- b) Fulfillment of specifications
- c) Ease of troubleshooting and repairs
- d) Initial cost
- e) Warranty

**CONTRACT SUBMITTALS:** Work shall not commence until all submittals are approved by the City Engineer. Prior to starting any work, vendor shall provide the following:

- a) Proposed work schedule
- b) Certificate of Insurance per requirements previously listed within this RFB.

**WORK SCHEDULE:** Shall follow the process below.

1. Vendor shall contact the City seventy-two (72) hours prior to installation.
2. Staging
3. Installation start date
4. Request for final approval

**EXACT MEASUREMENTS/MATERIAL:** Selected vendor shall finalize all measurements/material prior to the fabrication and installation of the skylight. Vendor shall examine areas to receive skylights including supporting structure and substrate for dimensions, tolerances, material conditions and support. Notify the City Engineer of conditions that would adversely affect installations or subsequent utilization of skylights and do not proceed until conditions are corrected.

**ABILITY TO FULFILL BID REQUIREMENTS:** The City of Green Bay may make an investigation as is necessary to determine the ability of the vendor/contractor to fulfill bid requirements. The Vendor/Contractor shall furnish such information requested and be prepared to demonstrate types of products or services similar to that included in the bid.

**APPROVALS:**

1. Quality- All equipment and materials provided require prior approval of the City Engineer.
2. Final System- Inspection of the completed installation shall be performed by City of Green Bay personnel.
3. Non-Compliance- Approval shall be granted if all aspects of system meet this specification. Penalties for non-compliance with this specification include, but are not limited to, denial of contract, halting work in progress, and withholding payment.

**LIABILITY:** Vendor shall be liable for damage and/or injury caused directly or indirectly by the vendor or any of its subcontractors.

**DESIGN AND LAYOUT GENERAL REQUIREMENTS:**

Skylight– Skylight shall be installed in the lobby off of Elm Street as identified in the skylight location map.

**LICENSED CONTRACTORS:** All Contractors eligible to bid this contract work shall be licensed by the City of Green Bay under the appropriate WI Municipal Code for each trade.

**PRE-BUILD MEETING:** Before manufacturing and assembly of the skylight, there shall be a pre-build meeting between awarded vendor and City of Green Bay Department of Public Works Staff. This meeting will allow for verification of skylight field dimensions; will serve as a review of the Scope of Work and will allow coordination with KICC Staff for removal and replacement of the skylight. The Contractor shall supply a lead time for materials as well as a final installation schedule at this time.

**PAYMENT:**

Payment will be made after product is received, installed, tested, fully-functional and accepted by City.

**INSTRUCTION TO BIDDERS:** Contractor shall confirm all specifications on pages 15 through 19 **Instructions to Bidders** are met.

**2.2 Non-Mandatory Pre-Bid Site may/Visit**

Each Vendor wishing to submit a bid shall visit the site for inspection on **September 2, 2020 at 10:00am** at **KICC at 333 Main Street, Green Bay, WI 54301. Meet in the lobby off of Elm Street where the skylight is located** to view the scope of work & specifications. At this time, the Department of Public Works (DPW) staff and the Purchasing staff will be available. At this recommended pre-bid/ site inspection, Vendor must sign the attendance sheet to show they were in attendance for the entire time. Vendors shall be responsible for all items identified in the specifications as well as additional items that may be identified and/or explained at the on-site inspection. Before submitting a bid for this work, the Contractor shall examine the project area and familiarize himself/herself with the location and specifications, to determine for him/her the difficulties that will be encountered in the pursuit of the work. It is preferred for the Vendors to attend this pre-bid/site inspection but accommodations may be considered if unable to attend this inspection.

**2.3 COVID-19**

The Contractor will be required to wear a face covering at the KI Convention Center (KICC). Due to an ever evolving situation procedures may change to also require daily temperature checks and/or screening questions, and use of gloves when working at the KICC in an effort to maintain safety for everyone at the KICC.

**2.4 Vendor Requirements**

a) Manufacturer- These general qualifications pertain to the skylight manufacturer.

1. In continuous operation for previous five (5) years producing skylights of a similar nature to that included in bid.
2. Continued production of replacement parts for bid equipment.

b) Vendor- These general qualifications pertain to the equipment vendor.

1. In continuous operation for previous three (3) years selling and servicing window panes and supporting fixtures.
2. Authorized dealer of bid brands for previous three (3) years.
3. Field service department able to perform onsite repair of replacement of skylight or similar types of fixtures.

- c) Installer- These general qualifications pertain to the skylight installer.
1. Minimum of three (3) years of experience in all aspects of skylight fixture installation.
  2. Licensed and certified to perform required installation tasks.

## 2.5 Insurance Requirements

Awarded contractor must provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A+, and signed by an authorized agent.

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, GHBA its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

### 1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
  - (a) \$1,000,000 general aggregate
  - (b) \$1,000,000 products - completed operations aggregate
  - (c) \$1,000,000 personal injury and advertising injury
  - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
  - (a) Premises and Operations Liability
  - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, GBHA, its officers, council members, agents, employees, authorized volunteers and the named insured
  - (c) Personal Injury
  - (d) Explosion, collapse and underground coverage
  - (e) Products/Completed Operations
  - (f) Independent Contractors

### 2. BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

### 3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
  - \$100,000 Each Accident
  - \$500,000 Disease Policy Limit
  - \$100,000 Disease - Each Employee

### 4. ADDITIONAL PROVISIONS

\* **Additional Insured** – On the General Liability Coverage, the City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

\* **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

\* **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

\* **Notice** - City of Green Bay requires written notice of cancellation.

\* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

## 2.6 Warranty

State warranty on Bid Offer Form (Form D)

Vendor will warrant their work as merchantable and within industry standards for material/services of this type. Material and labor warranty.

INDICATE WARRANTY ON SKYLIGHT FINISHES: \_\_\_\_\_ YEARS

INDICATE WARRANTY ON COMPOSITE PANELS: \_\_\_\_\_ YEARS

INDICATE WARRANTY ON SKYLIGHT FRAMING SYSTEM: \_\_\_\_\_ YEARS  
INDICATE WARRANTY ON ALL OTHER SKYLIGHT COMPONENTS: \_\_\_\_\_ YEARS  
INDICATE WARRANTY ON WORKMANSHIP: \_\_\_\_\_ YEARS  
Warranty begins when skylight is installed and accepted by City personnel.

**2.7 Bid Bonds, Payment Bonds, Performance Bonds**

A bid bond of at least 5% but no more than 10% of the proposed pricing shall accompany any submission. Payment and Performance bonds are required as well.

**2.8 Lien Waiver**

The successful Vendor shall submit Waivers of Lien for all draws. At the completion of the project and prior to final payment, Vendor shall submit final Waivers of Lien for themselves, all subcontractors and material suppliers.

**2.9 Miscellaneous Conditions**

**Working hours:** The Contractor shall perform his work during the hours from 7:00 a.m. to 5:00 p.m., Monday through Friday. The Owner shall approve any work performed outside of these hours.

**Time of Completion:** The work to be completed under this Contract shall commence within ten (10) calendar days after receipt of a written "Purchase Order" or "Notice to Proceed" from the Owner. All work shall be completed by **October 30, 2020**.

**Temporary Power and Water:** Temporary power and water may be obtained from the existing facilities available at the site, provided it does not conflict or interfere with the daily operations of the facility. The City will pay for the cost of energy and water obtained from Hyatt/KICC. In the event the Contractor's, or Subcontractor's equipment requires more power or water flow than is available through the City's existing facilities, then the Contractor shall be responsible to make the necessary arrangements with the local utilities to satisfy his needs. The cost for additional power and water beyond what is currently available at the site shall be considered incidental and shall be paid for by the Contractor. No additional compensation will be allowed.

**Temporary Sanitary Facilities:** The City will designate toilet facilities, which may be used by the Contractor. No other toilet facilities shall be used. The Contractor shall cooperate with the Owner in maintaining the facilities in a clean and sanitary condition.

**Parking Facilities:** The Contractor shall arrange with the City of Green Bay for use of limited parking spaces for company vehicles at, or near, the site. The City will provide said parking, without charge.

**Diggers Hotline:** If required for this project, selected vendor is responsible to contact Digger's Hotline to file a locate request & to be properly marked prior to starting any construction/installation work for this project.

**Disposal:** All materials, rubbish and debris are the property of the Contractor and shall be removed from the premises as soon as it accumulates. Removal of rubbish and debris shall be conducted in such a way that a minimum of dust is caused. All material shall be disposed of by the Contractor in consistency with ordinances of the City of Green Bay and Brown County, and with regulations set forth in the State of Wisconsin Administrative Code. All rubbish shall be hauled to an approved landfill. The Contractor shall provide containers of adequate size at the site for the collection of all waste generated by construction operations. The Contractor shall coordinate with the Owner the location of his dumpsters.

**Scheduling and Coordination:** The Contractor shall be responsible for scheduling their work to minimize interference with the Owner's activities. The Contractor shall consider such coordination in their work.

**Temporary Bracing & Scaffolding:** TEMPORARY BRACING: During some aspects of the repair work, if it becomes necessary to install temporary support bracing (Both horizontal wall and vertical), then the Contractor shall be responsible for determining the extent of temporary bracing needed, and to properly install & remove it. Contractor's bid price shall include all bracing costs mentioned above. SCAFFOLDING: During some aspects of the repair work, if it becomes necessary to install scaffolding, then the Contractor shall erect, brace & support the scaffolding according to OSHA standards & provisions. The Contractor shall be responsible for determining the extent of scaffolding needed, and to properly install & remove it. Contractor's bid price shall include all scaffolding costs mentioned above.

**Product Submittals:** Prior to construction, the Contractor shall submit product data and literature on all approved materials to be used on this project. This should include, but not be limited to, technical data and manufacturers application instructions, color charts where available, and material safety data sheets.

**Deliver, Storage, & Handling:** Deliver all materials to site in original, unopened containers bearing the following information: name of product, name of manufacturer, date of preparation, and lot or batch number. Store materials under cover and protect from weather. Replace packages or materials showing any signs of damage with new material at no additional cost to the City.

**Protection and Restoration of Property:** The Contractor shall use every precaution to prevent damage or destruction of property within or outside of the project area. The Contractor shall be responsible for the damage or destruction of property resulting from neglect, misconduct, or omission in his/her manner or method of execution or non-execution of the work. Prior to performing any work, the Contractor and Owner shall inspect any existing areas of concern. In addition, before performing any Contract work, the Contractor shall review with the Engineer his proposed means of protection.

**Site Restoration:** At the conclusion of the work and before final acceptance and payment, the Contractor shall remove from the site of the work all debris, stored materials, scaffolding, temporary structures, and the like, and leave the site in its original condition. The Contractor shall restore, at his own cost and expense, any damage to existing structures or elements caused by his operation or those of his Subcontractors. The cost of site restoration shall be considered incidental and shall be included in the overall bid price and no extra compensation will be allowed.

**Selection of Materials:** All contractors, subcontractors and vendor who provide finish materials to the site for installation on the project shall certify that products are certified by Greenguard, Green Seal, or equal standards to ensure low VOC content. This shall include but not be limited to paint, carpet, casework, stains, varnish, adhesives, etc.

**Storage of Materials:** The Owner shall allocate space to the Contractor for storage of materials and equipment for the duration of the project.

**SAFETY DATA SHEETS:** All Contractors and Subcontractors who bring hazardous substances (as defined by OSHA) to the construction site shall have on file at the site a copy of the Safety Data Sheet (SDS) for that substance. The Contractor shall maintain a file of all SDS required for the project at the site. Prior to delivery of hazardous substances to the construction site, each Contractor shall submit two (2) copies of the SDS to the Engineer. Each Contractor and Subcontractor shall comply with all Federal and State regulations regarding hazardous substances they bring to the construction site.

**City of Green Bay Standard Specifications & Construction Standards for Public Works**

**Construction:** Reference the **Current Year Edition**, located at:

<https://greenbaywi.gov/796/Engineering>

**Safety, Health, and Sanitation:** SAFETY, HEALTH AND SANITATION OF SECTION 106.

Legal requirements & Public Responsibility of the City of Green Bay Standard Specifications and Construction Standards For Public Works Construction, **Current Year Edition**, shall be modified as follows: The Contractor shall comply with all Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall also provide all safeguards, safety devices, and protective equipment and take any other needed actions reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions.

<This section left intentionally blank>



**INSTRUCTIONS TO BIDDERS****1. SUBMISSION OF BIDS**

- A. **SEALED BIDS:** Documentation must be received at the office of the Procurement Manager on or before the due date noted above between the hours of 8am and 4:30 pm, Monday – Friday. Bids shall be in your envelope clearly marked with the Vendor’s name and return address and indicate the following:

“SEALED BID #3271”

Buyer: Calvin Winters

KI Convention Center Skylight Replacement

Sealed bids may also be submitted through the e-bid system DemandStar (see section 1.12 of this bid packet for information).

Facsimile or e-mail submitted bids will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Vendor.

- B. The legal business name of the contractor submitting the bid shall also appear on the outside of the sealed envelope.
- C. Bidders are to submit their bid on the Request for Bid (RFB) form provided. Only the Bidder’s Proposal Pages, Bid Bond or Certified Check, and any Addenda issued shall be submitted.

**2. PROOF OF RESPONSIBILITY**

**STATEMENT OF QUALIFICATION:** – SOQ’s: – A current Statement of Qualifications or Bidders Proof must be on file with the City no later than five days before the date bids are due – per Wis. Stats. #66.0901.

Said proof shall include written evidence that bidder maintains a permanent place of business, has adequate labor and equipment to perform the work properly and expeditiously, has adequate financial capability, has adequate experience, and has authority to conduct business in the State of Wisconsin

If you have previously submitted an SOQ or Bidders Proof, it is only valid for one (1) year. It is the vendor’s responsibility to keep this current with the City of Green Bay Purchasing & Public Works Departments. Contact Purchasing for information at (920) 448-3047. The Statement of Qualifications form is available to download & print off the City of Green Bay’s website: [www.greenbaywi.gov](http://www.greenbaywi.gov) Under Departments, Click on “Administrative Services” and then click on “Purchasing”. Scroll to the bottom of the page and you will see “STATEMENT OF QUALIFICATION (SOQ) FORM”. Click on it to download & print.

**3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

Before submitting a bid, each bidder shall:

- A. Examine the Contract Documents thoroughly, including work required by other trades;
- B. Visit the site to become familiar with local conditions that may in any manner affect cost, progress, and performance of furnishing the work.

- C. Become familiar with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, and performance of furnishing the work; and
- D. At bidder's own expense, make such surveys and investigations as may be deemed necessary to determine a bid price for performance of the work within the terms of the Contract Documents. (NOTE: Bidder shall obtain property owner's permission, as necessary, prior to commencement of any such activity).

Bidder shall promptly notify the Purchasing Department, at least five (5) calendar days prior to bid opening, any conflicts, errors, ambiguities or discrepancies which bidder has discovered in or between the Contract Documents and such other related documents.

4. HOW INTERPRETATIONS OF CONTRACT DOCUMENTS OBTAINABLE

Vendors are asked to examine this RFB upon receipt. If necessary, Vendors should make a written request for interpretation or correction of any ambiguity, inconsistency or error discovered. All questions about the meanings or intent of the Contract Documents shall only be directed in writing via mail, fax or e-mail to the Purchasing Department, before the designated deadline for written questions as stated above. Questions received after this date may not be responded to. Any contact or attempt to contact any other employee of the City regarding this RFB may result in the immediate disqualification of the Vendor. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

5. CITY OF GREEN BAY STANDARD SPECIFICATIONS & CONSTRUCTIONS STANDARDS

For Public Works Construction: Reference the Current Year Edition, located at:

<https://greenbaywi.gov/796/Engineering>

6. SUBSTITUTION OF MATERIAL SPECIFIED

Certain materials and equipment are specified by manufacturer, trade name or catalog model number in order to establish standards of quality and performance, not for the purpose of limiting competition.

Where an item of material or equipment is specified to be a certain manufacturer's make or model, the Vendor's Bid shall include such material or equipment as specified.

Where two or more manufacturers are listed as approved to supply an item of material or equipment, the Vendor's Bid shall include material or equipment supplied by one of the approved manufacturers.

Each bidder shall base its Vendor's Bid on new, undamaged, first-quality equipment, materials, and supplies complying with the Contract, and in the event any bidder names or includes in its Vendor's Bid equipment, materials, or supplies that do not conform, such bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Vendor's Bid.

Up to five (5) calendar days prior to the bid date, a bidder or manufacturer may request approval of an item of material or equipment by submitting adequate data to the Purchasing Department for evaluation. Notice of approval shall be given only by an addendum issued by the City. No verbal or other written approval will be given.

7. ESTIMATE OF QUANTITIES

An estimate of the quantity of work to be done under the Contract is stipulated in the Vendor's Bid. The quantities of work shall be considered as approximate and for comparison of bids only. The City does not guarantee nor imply that the actual quantities involved in the work will correspond exactly therewith and shall not be liable for any misunderstanding as to the exact quantities, location, or

conditions pertaining to the work. No adjustment in the contract unit prices will be made due to any variance between bid quantities and the actual measured quantities.

#### 8. PERMITS AND LICENSES

Bidder is responsible, unless otherwise noted in the special provisions, for determining the applicable permits, licenses, and other approvals and authorizations required by law for performance of work and shall include such costs in their Bid. No extra compensation shall be paid by the City to the successful bidder for failure to include these costs in their Bid. Selected Vendor to contact Chad in the Inspection Department at (920) 448-3314 to determine what permit is required.

#### 9. DISCLOSURE OF OWNERSHIP

- A. Each bidder submitting a bid shall execute the Disclosure of Ownership Form DWD-ERD-7777 (R. 01/2011), if applicable.
- B. Any bidder disclosing information hereunder is aware of and agrees to be bound by Chapter DWD 294, Wisconsin Administrative Code.

#### 10. SUBSTANCE ABUSE PREVENTION AFFIDAVIT

- A. Each bidder submitting a bid on Contract shall execute the Affidavit of Compliance with Section 103.503, Wisconsin Statutes, regarding substance abuse prevention on public works contracts.

#### 11. SUBCONTRACTORS

The bidder shall list in the space provided in the Request for Bid (RFB) all subcontractors whom the bidder plans to use to perform part of the work set forth in this Contract. To qualify for inclusion in the list, a subcontractor must first submit a bid in writing to the bidder at least forty-eight (48) hours prior to the time of the bid opening.

All subcontractors shall provide proof of responsibility on the Statement of Qualification or Bidder's Proof form and shall have a certificate of insurance on file with the City prior to beginning any work under the Contract.

The Contractor shall not sublet any portion of this Contract nor alter the list of subcontractors without written approval of the Department of Public Works.

#### 12. TIME OF COMPLETION

Time of completion of each part of the work under this Contract will be specified in the special provisions as a specific number of calendar days, including Sundays and holidays, or a given calendar day on or before which the work shall be completed, as well as a fixed and agreed amount of liquidated damages due the City from the Contractor for failure to complete the work in the specified time.

#### 13. BID DEPOSIT

No bid shall be considered unless accompanied by a bid deposit of the character and amount described in the Notice to Contractor. A certified check or a bid bond equal to at least five (5) but not more than ten (10) percent of the bid payable to the City of Green Bay as a guarantee that if his/her bid is accepted, he/she will execute and file the contract.

The City will return the bid deposit of unsuccessful bidders following the award of the Contract by the Common Council. The bid deposit for the successful bidder will be returned following the execution of the Contract and submittal of required Performance and Payment Bond (if applicable) within ten (10) calendar days after the award of the Contract.

#### 14. REQUIREMENTS FOR SIGNING BIDS

- A. Bids that are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person to whom it is signed.
- B. Bids that are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal a power of attorney evidencing authority to sign the proposal executed by the partners.
- C. Bids that are signed for a corporation should have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation, manually written in the signature block. If such a proposal is manually signed by an officer other than the president of the corporation, a certified copy of a resolution of the Board of Directors evidencing the authority of such official to sign the proposal should be attached to it. Such proposal should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

#### 15. WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the scheduled time for the receipt of bids. In such case, the bid will be returned unopened and the bidder shall not be entitled to bid on the Contract unless it is re-advertised.

#### 16. OPENING OF BIDS

Bids will be publicly opened on the date, time and place as indicated in the Notice to Contractors.

#### 17. AWARD OF CONTRACT

The Contract will be awarded to the responsible bidder submitting the lowest acceptable base bid plus any accepted alternates. The City reserves the right to reject the bid of any bidder who, in the opinion of the Improvement & Service Committee, is incompetent or otherwise unreliable for the performance of the work bid. The City further reserves the right to reject any and all Bids, to waive technicalities, to re-advertise for bids, or to proceed to do the work otherwise, if in the judgment of the Improvement and Service Committee the best interest of the City will be served thereby.

#### 18. BIDS TO REMAIN OPEN

All bids shall remain open for sixty (60) calendar days after the date of the bid opening unless otherwise noted in the Notice to Contractor.

#### 19. WHEN AWARD EFFECTUAL

The Contract shall be deemed as having been awarded when a written notice of award has been duly served to the successful bidder by an officer or agent of the City duly authorized to give such notice.

#### 20. INSTRUCTIONS FOR SIGNING CONTRACT

If the Contract is signed by the secretary of the corporation, the certificate as to Corporate Principal should be executed by some other officer of the corporation, under the corporate seal. In lieu of aforementioned certificate, there may be attached to the Contract copies of such records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the Contract should be signed with his/her official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

Contracts that are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the Contract a power of attorney evidencing authority to sign the Contract executed by the partners.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and such individual should sign the Contract. Contracts that are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the Contract in the name of the person to whom it is signed.

#### **21. PERFORMANCE AND PAYMENT BOND**

The Contractor shall submit with the executed Contract, the required Performance and Payment Bond and proof of required insurance coverage within ten (10) calendar days after the written notice of award.

#### **22. SECTION 9.16 OF THE CITY OF GREEN BAY CODE OF ORDINANCES**

In accordance with Section 9.16 of the City of Green Bay Code of Ordinances, any corporation, firm or individual violating Chapter 133.01 of the Wisconsin Statutes, or any subsequent amendment thereof, shall upon conviction thereof be thereby disqualified as a bidder on any City of Green Bay project for a period of three (3) years from the date of such conviction; however, nothing herein shall be interpreted to preclude such corporation, firm, or individual from completing any and all contract he/she may already have with the City at the time of such conviction, nor shall this ordinance be applied retroactively to convictions occurring prior to the adoption and publication of this ordinance. This prohibition applies with like force to officers of convicted corporations, firms, or individuals who thereafter have business interest in new corporations or business enterprises of whatever kind or description.

### **3 Attachments:**

- a. Appendix A: Standard Terms and Conditions
- b. Skylight Location Map
- c. Existing Roof Plan and Details

### **4 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF BIDS**

- a. Form A- Signature Affidavit
- b. Form B- Receipt Forms and Submittal Checklist
- c. Form C- Contractor Profile Information
- d. Form D- Cost Proposal
- e. Form E- References
- f. Statement of Qualifications
- g. Affidavit of Compliance
- h. Bid Bond
- i. Disclosure of Ownership Form
- j. Payment Bond
- k. Performance Bond

**Form A: Signature Affidavit****RFB #: 3271***This form must be returned with your response.*

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

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

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

---

COMPANY NAME

---


SIGNATURE

---

DATE

---

PRINT NAME OF PERSON SIGNING


	<b>Form B: Receipt of Forms and Submittal Checklist</b>  <b>RFB #: 3271</b>
---	---

*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		
Instructions to Bidders		
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Bid Offer Form		
Form E: References		
Statement of Qualifications (SOQ) if necessary		
Affidavit of Compliance		
Bid Bond		
Disclosure of Ownership		
Payment Bond		
Performance Bond		
Appendix A: Standard Terms & Conditions		
Addendum #		
Addendum #		
Addendum #		
Addendum #		

COMPANY NAME

	<b>Form C: Vendor Profile</b> <b>RFB #: 3271</b>
---	---

*This form must be returned with your response.*

### COMPANY INFORMATION

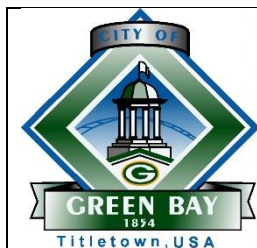
COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

### ORDERS/BILLING CONTACT

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

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP





## Form D: Bid Offer Form

**RFB #: 3271**

*This form must be returned with your response.*

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the quotation is entered; (4) they have read the complete Request for Quotation and understand all provisions and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by the City, this quotation is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

<b>TOTAL LUMP SUM COST OF: all labor, materials and equipment necessary to completely and satisfactorily perform the skylight installation in accordance with the attached specifications.</b>	\$
<b>STATE LEAD TIME FOR DELIVERY AND COMPLETE INSTLLATION OF THE SYSTMES F.O.B GREEN BAY:</b>	
<b>STATE WARRANTY TERM AND COST FOR BOTH MATERIALS AND WORKMANSHIP:</b>	
<b>PAYMENT TERMS:</b> Final payment will be made Net 30. Vendor to indicate early payment discount offered: → → <b><u>City will not pay fees for P-Card payments.</u></b>	

Bidder has executed the Disclosure of Ownership Form DWD-ERD-7777 (R.01/2011)

☐ Yes ☐ Not Applicable

Bidder proposes to employ the following subcontractors for the stated categories of work within the contract:

CATEGORY OF WORK	SUBCONTRACTOR

Accompanying this proposal is a certified check or Bid Bond in the amount of

\_\_\_\_\_ (\$ \_\_\_\_\_)

as required in the Notice to Contractors.

\_\_\_\_\_  
COMPANY NAME

**Form E: References****RFB #: 3271***This form must be returned with your response.*

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

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

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



## Appendix A City of Green Bay Standard Terms and Conditions

(STC-Form: 3/5/2020)

1. General. Throughout this document, "City of Green Bay," "City" and "Purchasing" shall be synonymous and mean the City of Green Bay. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer," "vendor," and "contractor." The phrases "request for proposal," "request for bids," "request for quotes," "quote," "request," "invitation," and "solicitation" shall also be synonymous.

As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.

2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFB/RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall along with these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute the entire agreement ("Contract") and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

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

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

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

4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. Pricing and Discount.
  - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
  - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.

8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
9. Award.
  - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
  - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed Contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation/Termination.
  - a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
  - b. The City may terminate this Contract for any reason, including convenience upon prior written notification to Bidder. Termination for convenience by City will entitle Bidder to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
  - c. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
  - d. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.
12. Specifications.
  - a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
  - b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.
13. Regulatory Compliance.
  - a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Safety Data Sheets (SDS) whenever applicable.
  - b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.
14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for one (1) year from the date of receipt. If bidder or manufacturer offers warranty that exceeds one year, such warranty shall prevail.
15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Nonexclusive Contract. Unless otherwise stated, the City reserves the right to purchase work or materials outside of this Contract.
17. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to thirty (30) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.
18. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.
  - a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
  - b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address.
  - c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
  - d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.
19. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.
20. Tax Exemption. The City of Green Bay is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 47920.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.
21. Nondiscrimination. During the term of this Contract, the contractor, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
22. Prevailing Wage. Where applicable under federal law, the contractor warrants that prevailing wages will be paid to all trades and occupations.
23. Indemnification. Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and 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 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 contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.
  - A.
    - B. Contractor shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent 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.
    - C. In the event that contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.
    - D. This indemnity provision shall survive the termination or expiration of this Agreement.
24. Choice of Law and Compliance. This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States

District Court for the Eastern District of Wisconsin.

E. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

F.

- G. Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

25. Independent Capacity/Status of Contractor/Tax Filing. The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

**Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment.** The contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the contractor. The contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

26. Open Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

27. Confidentiality. Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see Open Records) (ii) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Contract or under any federal or state law.

28. Insurance Requirements.

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, GHBA its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. **GENERAL LIABILITY COVERAGE**

- A. Commercial General Liability
  - (a) \$1,000,000 general aggregate
  - (b) \$1,000,000 products - completed operations aggregate
  - (c) \$1,000,000 personal injury and advertising injury
  - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
  - (a) Premises and Operations Liability
  - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, GBHA, its officers, council members, agents, employees, authorized volunteers and the named insured

- (c) Personal Injury
  - (d) Explosion, collapse and underground coverage
  - (e) Products/Completed Operations
  - (f) Independent Contractors
2. **BUSINESS AUTOMOBILE COVERAGE**
- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
  - C. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability
4. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**
- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
    - \$100,000 Each Accident
    - \$500,000 Disease Policy Limit
    - \$100,000 Disease - Each Employee
5. **ADDITIONAL PROVISIONS**
- \* **Additional Insured** – On the General Liability Coverage, the City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."
  - \* **Endorsement** - The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
  - \* **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.
  - \* **Notice** - City of Green Bay requires written notice of cancellation.
  - \* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.
29. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this Contract shall be repaired to the City's satisfaction at the contractor's expense.
30. Warranty of Materials and Workmanship.
- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The contractor further warrants that all workmanship shall be first class and in accordance with the Contract and shall be performed by persons qualified in their respective trades.
  - b. Work not conforming to these warranties shall be considered defective.
  - c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
31. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.
32. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this Contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.
33. Ownership of Contract Product. All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

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

As further consideration for the City entering into this Contract, the contractor hereby assigns to City all of the contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and

copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the contractor to execute an assignment of ownership in favor of the City before commencing work.

34. Force Majeure. Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
35. Software & Technology Purchases.
  - a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Attorney or I.T. Director through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
36. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as waiver of subsequent breach of the same covenant, term or condition.
37. Assignability/Subcontracting. Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by contractor and employees of contractor.
38. Amendment. This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.
39. Severability. It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.
40. Authority. Contractor represents that it has the authority to enter into this Contract. If the contractor is not an individual, the person signing on behalf of the contractor represents and warrants that he or she has been duly authorized to bind the contractor and sign this Contract on the contractor's behalf.
41. Counterparts, Electronic Delivery. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.





BID BOND

PUBLIC WORKS IMPROVEMENTS

GREEN BAY, WISCONSIN

CITY OF GREEN BAY )  
COUNTY OF BROWN ) SS  
STATE OF WISCONSIN)

KNOW ALL MEN BY THESE PRESENTS, That\_\_\_\_\_

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety,

are held and firmly bound unto:

\_\_\_\_\_ The City of Green Bay, Wisconsin

in the penal sum of\_\_\_\_\_

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the accompanying bid, dated\_\_\_\_\_20\_\_\_\_\_,

for Contract:\_\_\_\_\_

NOW, THEREFORE

- (a) if the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within the ten (10) days after the prescribed forms are presented to him for signature enter into a written contract with the Owner, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract.

- (b) in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former.

then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this

instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
20\_\_\_\_\_,

the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or  
Partnership, Two (2)  
Witnesses are required.

If Corporation, Secretary  
Only will attest and  
affix seal.)

PRINCIPAL:

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
Affix  
Seal.  
(Signature of Authorized official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City) (State)

SURETY:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Affix  
Seal.  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
(Business Address      City                      State)

\_\_\_\_\_  
(Name of Local Insurance Agency)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

The rate of premium on this bond is \_\_\_\_\_

\_\_\_\_\_ per

thousand. Total amount of premium charges \$ \_\_\_\_\_

(The above must be filled in by Corporate  
Surety).

#### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the  
Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_

\_\_\_\_\_ who signed the said bond on behalf of the principal, was

then \_\_\_\_\_ of said corporation; that I

know his signature, and his signature hereto is genuine; and that said bond was duly signed,

sealed, and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

Secretary

CITY OF GREEN BAY )  
COUNTY OF BROWN ) SS  
STATE OF WISCONSIN)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared:

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

to me well known, who being by me first duly sworn upon oath, says that he is the attorney-

in-fact, for the \_\_\_\_\_ and that he

has been authorized by \_\_\_\_\_

to execute the foregoing bond on behalf of the Contractor named therein in favor of:

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,

20\_\_\_\_\_.

#### INSTRUCTIONS:

Bid Bonds must be  
accompanied by an  
affidavit and a power  
of Attorney, in compliance  
with Instructions to Bidders.

\_\_\_\_\_  
Notary Public

## Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
    - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

### Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

**I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.**

Print the Name of Authorized Officer			
Authorized Officer Signature		Date Signed	
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code



KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_, hereinafter called Principal, and  
*Corporation, Partnership, or Individual*

*Address of Surety*

Hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

City of Green Bay  
*Name of Owner*

100 N. Jefferson Street, Green Bay, WI 54301  
*Address of Owner*

Hereinafter call OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_) In  
Lawful money of the United States, for the payment of which sum well and truly to be made, we  
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part of hereof for the construction of:

NOW, THEREFORE, if the principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and



coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original and the parties agree by their signatures to this bond that it shall become effective on the same date as the principal Contract becomes effective between the OWNER and the CONTRACTOR.

ATTEST:

	_____ <i>Principal</i>
_____ <i>Principal Secretary</i>	<u>BY:</u> _____ (Seal)
_____ <i>Witness as to Principal</i>	
_____ <i>Address</i>	_____ <i>Address</i>
_____ <i>City/State/Zip</i>	_____ <i>City/State/Zip</i>

ATTEST:

_____ <i>Surety Secretary</i>	
_____ <i>Witness as to Surety</i>	<u>BY:</u> _____ (Seal)
_____ <i>Address</i>	_____ <i>Attorney-in-Fact</i>
_____ <i>City/State/Zip</i>	_____ <i>Address</i>
	_____ <i>City/State/Zip</i>

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

PUBLIC WORKS IMPROVEMENTS

CITY OF GREEN BAY, WISCONSIN

City of Green Bay )  
County of Brown ) SS  
State of Wisconsin)

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

as principal and \_\_\_\_\_ and

\_\_\_\_\_ as Sureties, of \_\_\_\_\_

in the State of \_\_\_\_\_ are held and firmly bound unto the City of Green Bay,  
Wisconsin, in the sum of \_\_\_\_\_ Dollars,

good and lawful money of the United States of America, being the full amount of the contract price  
to be paid the said City, for which payment, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and assigns jointly and severally by these presents.

Sealed with our seal and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the above bounden \_\_\_\_\_ has made to the City  
of Green Bay, a proposal in writing to furnish all material and do all the work included in contract

\_\_\_\_\_

according to the proposal and contract hereto annexed, and the plans and specifications therein  
referred to.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden

\_\_\_\_\_

shall fully and faithfully perform all the covenants, agreements and conditions to be performed,  
carried out and kept by the terms of said contract, and the plans and specifications therein referred  
to, and shall pay for all work and labor performed and materials furnished to complete said work,  
not to exceed 100% of the total contract price, and shall refund to said City of Green Bay all sums  
of money which it may be obliged or adjudged to pay on any claims or demands for damages as  
provided in said contract all in accordance with the specifications and contract for the work above  
mentioned, then this bond to be void otherwise of full force, effect and virtue.

In witness whereof, the above bounded parties have executed this instrument in \_\_\_\_\_ original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

_____	_____ (SEAL)
(Principal) Secretary	Principal

_____	_____ (SEAL)
(SEAL)	(Business Address)

_____	_____ (SEAL)
	(Individual Principal)

_____	_____
	(Business Address)

ATTEST:

_____
_____
_____
(Business Address)

_____	BY _____
	(Affix Corporate Seal)

ATTEST:

_____
_____
(Corporate Surety)

_____	_____
	(Business Address)

Approved this _____ day of _____	_____
_____, 20_____	(Affix Corporate Seal)

BY _____	_____
Mayor, City of Green Bay Wisconsin	

CITY OF GREEN BAY )  
COUNTY OF BROWN ) SS  
STATE OF WISCONSIN)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared \_\_\_\_\_  
to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact  
for the \_\_\_\_\_  
and that he has been authorized by \_\_\_\_\_  
to execute the foregoing bond on behalf of the Contractor named therein in favor of:

\_\_\_\_\_.  
Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_ A.D., 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the  
Corporation named as principal in the within bond, that \_\_\_\_\_  
who signed the said bond on behalf of the principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its  
governing body.

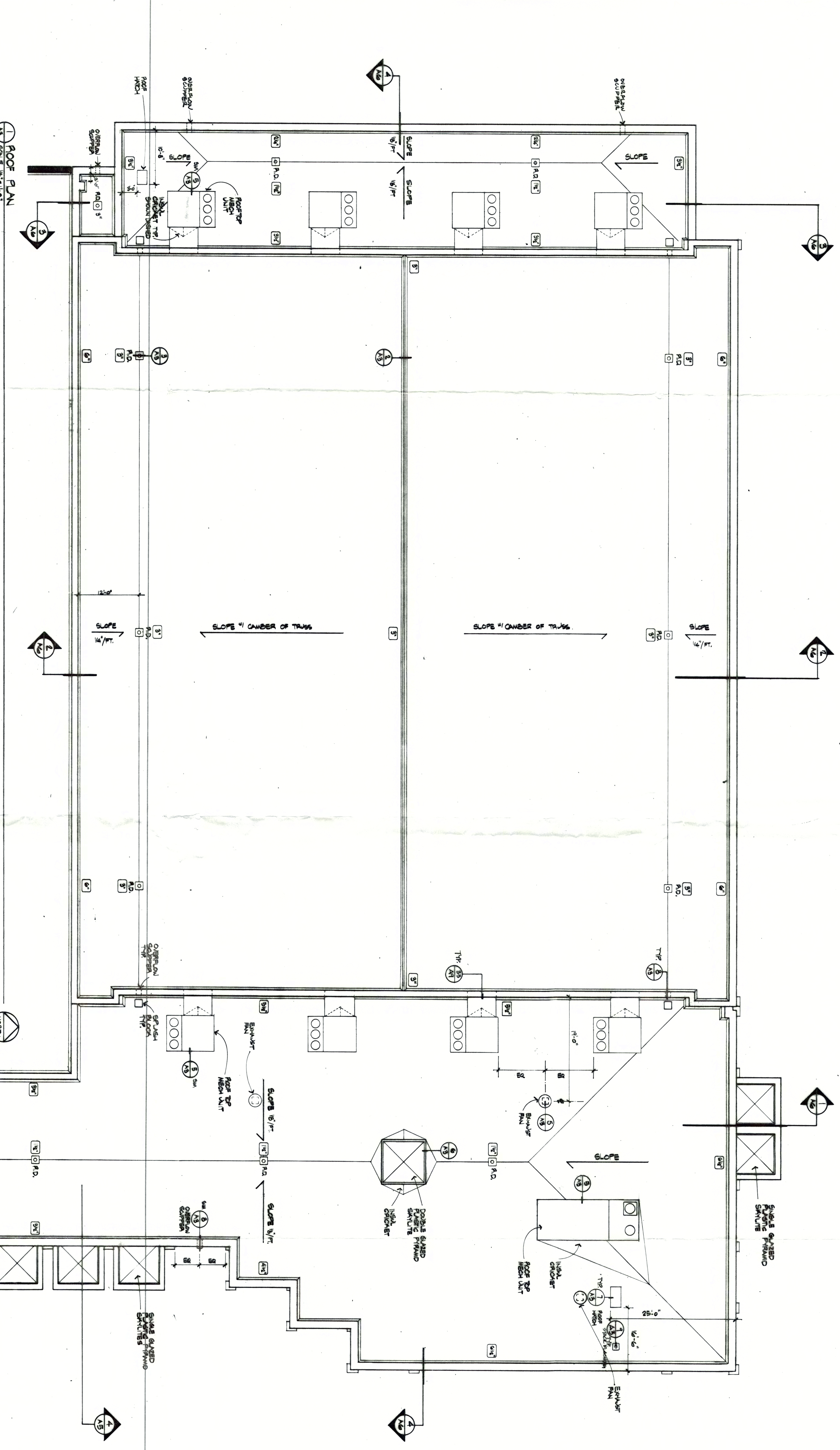
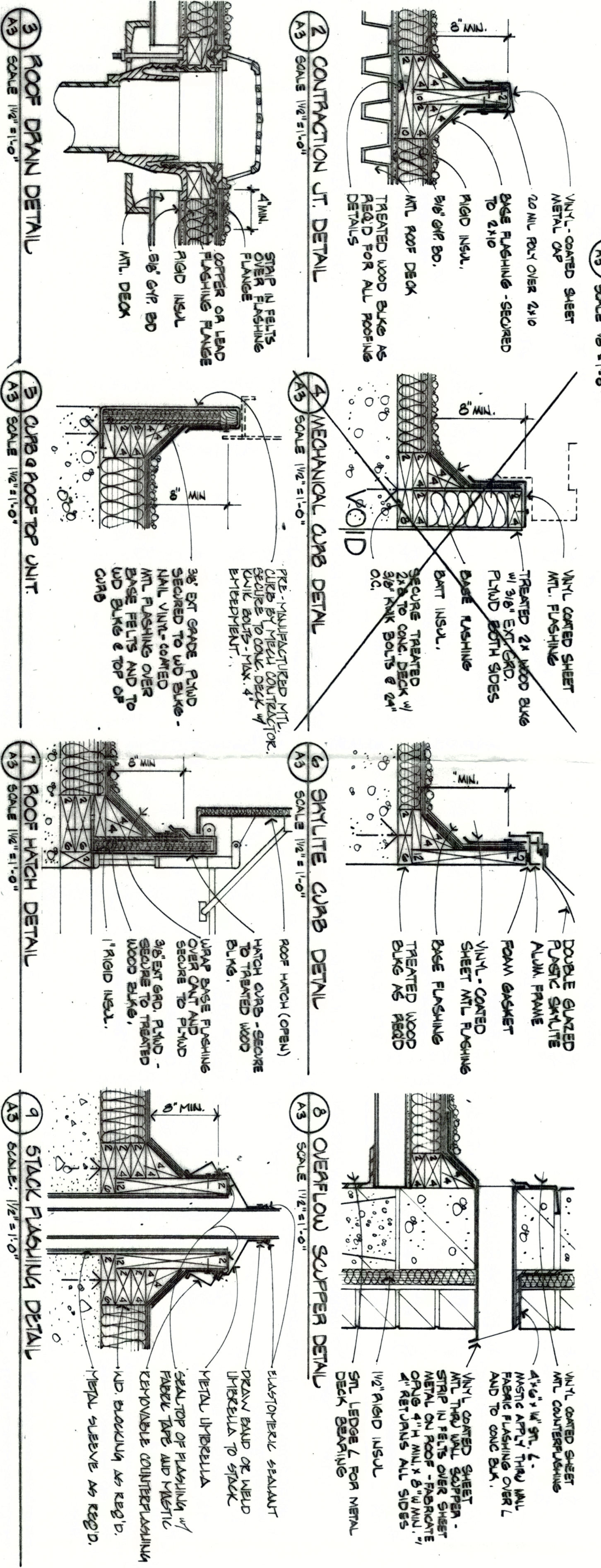
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Corporate Seal)



KI Convention Center – location of skylight for replacement





**A3**

1234 DAIN TOWER, MINNEAPOLIS, MINNESOTA 55402 · TEL (612) 332-1234 · FAX (612) 332-1234

FREDERICK BENTZ / MILO THOMPSON / ROBERT RIETOW INC · FREDERICK BENTZ / MILO THOMPSON / ROBERT RIETOW INC · FREDERICK BENTZ / MILO THOMPSON / ROBERT RIETOW INC · ARCHITECTURE & URBAN DESIGN

COMMISSION NUMBER  
83-35

DATE  
SEPT. 7, 1984

DRAWN  
JPS

CHECKED  
RJD

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE SEPT. 7, 1984

REG. NO. A-5825

ROBERT G. RIETOW

ARCHITECT

REG. NO.

MINNEAPOLIS, MN

**REGENCY CENTER**  
GREEN BAY, WISCONSIN

**CONFERENCE CENTER**  
ROOF PLAN

