

# CITY OF GREEN BAY

## REQUEST FOR BIDS



RFB #: 2024-06

Title: Security City Hall – On Site Personnel

City Agency: City of Green Bay – Police

Due Date: March 26, 2024  
2:00 PM (CST)

CC: 90500, 91800, 99000

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## 1 NOTICE TO BIDDERS

### 1.1 Summary

The City of Green Bay ("City") is soliciting Bids from qualified vendors for City Hall Security Services. 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: 02/26/2024  
Pre-Bid/Site Inspection Date: NA  
Questions Due Date: 03/18/2024  
Addendum Posted Date: 03/20/2024  
Due Date: 03/26/2024, 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 and any mandatory forms to City of Green Bay Purchasing Department with your submittal.

### 1.4 Labeling

All Bids must be clearly labeled: Bidder's Name and Address  
RFB #: 2024-06 City Hall Security  
Title: City Hall Security

All email correspondence must include RFB #2024-06 in the subject line.

### 1.5 Delivery of Bids

Delivery of hard copies via U.S. Mail or Common Carrier – Delivery to: City of Green Bay Purchasing Department  
100 North Jefferson St. – Room 101  
Green Bay, WI 54301

Delivery of hard copies to: City of Green Bay Purchasing Department  
100 North Jefferson St. – Room 101  
Green Bay, WI 54301

Delivery of electronic copies to: via eBidding platform on DemandStar (See Section 1.2)  
or on a commonly used media with the hard copies.  
Emailed or faxed bids will not be considered.

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. Terms and Conditions listed at the end of Document.

#### 1.7 Appendix B: Sample Contract for Purchase of Services

Bidders are responsible for reviewing this attachment prior to submission of their Bids. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFB. The terms of this template contract shall become contractual obligations following award of the RFB. By submitting a Bid, Bidders affirm their willingness to enter into a contract containing these terms. (applicable only to bids for services)

The City of Green Bay utilizes a web based electronic signature program (DocuSign) for the execution of contracts that do not require notarization. By submitting your bid you are agreeing to the use of this program to sign documents should you receive an award. There is no cost to the bidder associated with this process.

Insurance Requirements listed at the end of Document.

#### 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:

Thomas J. Walenski  
City of Green Bay 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 (see 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 Section 1.11). 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 Section 1.12). 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: 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. Site Visits can be scheduled if required.

### 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 008-0000428893-07.

#### 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 the 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 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 Background

The City of Green Bay is looking for a vendor to provide security services for the City of Green Bay City Hall. Details of this service are explained in the scope of work.

### 2.2 Pre-Bid Conference/Site Visit

Site Visits are not required but are allowed if requested.

### 2.3 Operational Requirements

All required Training and Certifications to maintain compliance for the program.

### 2.4 Quality of Services

Potential Vendor must have experience providing like services to municipalities.

### 2.5 Vendor Requirements

Bidder must be in the business for at least the past 3 years.

Bidder must supply references of 3 firms to which similar Services have been provided during the past 3 years to a comparable-sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Form E to list references.

### 2.6 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.

### 2.7 Delivery

Industry standards on training schedules

### 2.8 Warranty

Workmanship and quality are a requirement and rework may have to be done from time to time and this shall be done at the vendor's expense if work does not meet standards.

### 2.9 Term

The term of this Contract will run for One (1) year and have Four (4) One-year extensions that can be exercised pending both parties agree to pricing.

## 3 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



**Form A: Signature Affidavit**

**RFB #: 2024-06**

*This form must be returned with your response.*

In signing Bids/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 Bids/Proposals, that Bids/Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Bids/Proposals have not been knowingly disclosed prior to the opening of Bids/Proposals to any other Bidders/Proposers or competitor; that the above statement is accurate under penalty of perjury.

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

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

Has your Company ever been debarred \_\_\_ Yes \_\_\_ No If, So Please Explain

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING



**Form B: Receipt of Forms and Submittal Checklist**

**RFB #: 2024-06**

*This form must be returned with your response.*

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

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		N/A
Form B: Receipt of Forms and Submittal Checklist		N/A
Form C: Vendor Profile		N/A
Form D: Bid Offer Form		N/A
Form E: References		N/A
Statement of Qualifications (SOQ) if necessary		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		

COMPANY NAME



**Form C: Vendor Profile**

**RFB #: 2024-06**

*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

**CREDIT CARD**

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD:  <b><i>The City does not pay service charges.</i></b>	<p><b>YES</b> _____ or <b>NO</b> _____</p> <p>(check one)</p>
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 <p><b>CITY OF</b> <b>GREEN BAY</b> 1874 Tilletown, USA</p>	<p><b>Form D: Bid Offer Form</b></p>
	<p><b>RFB #: 2024-06</b></p>

*This form must be returned with your response.*

Prepare the bid offer form as all inclusive, not-to-exceed, fixed fees:

- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.
- Please consider a price proposal as supplemental info to this bid form (Please note the bid form should be filled out also if that is the case)

### SECURITY OFFICER SERVICES – SCOPE OF WORK

- I. GENERAL: It is the intent of this Scope of Work to describe the minimum requirements for *SECURITY OFFICER SERVICES* for the City of Green Bay City Hall Complex. The terms of the contract shall be for a period of one (1) year from the date of award with the option to extend for four (4) additional one-year periods upon mutual consent. Bill rates may be negotiated for the coming year extension.
- II. CONTRACTOR EXPERIENCE AND OTHER REQUIREMENTS:
  - a. The Proposer must be an ongoing security firm where security guard services, private investigations, and security consulting account for at least 51% of the annual revenue.
  - b. The Proposer must have a minimum of five (5) years' experience in providing security officers in the following types of environments:
    - i. Metropolitan office buildings
    - ii. Public service agencies
  - c. The Proposer must include the following information in their bid:
    - i. Number of years in business
    - ii. Number of employees on payroll
    - iii. Employee turnover rate for the past 3 years
  - d. The Proposer must also be able to furnish trained, licensed, uniformed, and bonded officers.
  - e. The successful proposer will be required to provide a certificate from a bonding company or a certificate of insurance and affidavit of no interest. The standard insurance requirements will be:
    - i. Coverage Amounts: Worker's Compensation Statutory Limit
    - ii. Comprehensive Liability
      1. Bodily injury \$500,000 per occurrence - \$1,000,000 aggregate
    - iii. Property Damage
      1. \$500,000 per occurrence
    - iv. Employee Dishonesty Coverage at a minimum of \$30,000 per security officer
    - v. Umbrella
      1. \$2,000,000

- f. Proposer must be licensed by the State of Wisconsin as a security contractor or private detective agency (in accordance with SS. 440.26). A copy of the Proposer's agency license must be included with the Proposer's proposal.
- g. Officers supplied by the Proposer must have a current State of Wisconsin Private Security Permit.
- h. The City of Green Bay reserves the right to have the final determination in the officers selected and scheduled for this position.**
- i. Officers supplied by the Proposer **MUST** have the following qualifications:
  - i. Active and certified, in good standing, as an active-duty law enforcement officer in the state of Wisconsin and be fully employed (minimum of 35 hours per week) as a law enforcement officer with a recognized local or state law enforcement agency; or
  - ii. Be a credentialed retired Wisconsin law enforcement officer in good standing with their former agency; and
  - iii. Have a minimum of (3) consecutive years' full-time active law enforcement experience with a recognized local, state, or federal law enforcement agency; and
  - iv. Be off duty from law enforcement agency while providing armed security services for Proposer; and
  - v. Demonstrate and maintain firearms proficiency with their duty handgun in accordance with relevant state Law Enforcement Training and Standards. Documentation of proficiency shall be provided to the Green Bay Police Department Training Division at the time of hiring and annually. Failure to maintain proficiency in any area may lead to a discontinuation of service.
- j. The Proposer must be able to provide a return phone call from a responsible contact person within twenty minutes of receiving a call from the City of Green Bay.
- k. The Proposer must include details of the type of pre-site training that is given to their security officers in the proposal. Security officers that are assigned to this contract must have a minimum of 16 hours of pre-site training on the following topics provided by GBPD and GBMFD Training Staff prior to starting their work assignment:
  - i. Professional Communication Skills (4 hours)
  - ii. First Aid (including CPR / AED and Stop the Bleed) (4 hours)
  - iii. Firearms (4 hours)
  - iv. Defensive Tactics (4 hours)
- l. Officers shall also be required to receive at least 8 hours of refresher and / or new training as determined by the contractor and / or the City of Green Bay on an annual basis.

- m. Proof of pre-site officer training must be provided to the City of Green Bay. Additionally, a candidate's drug screening and background check must be submitted to the City of Green Bay. Pre-site training, drug screen and background check will be reviewed by the City of Green Bay for satisfactory completion. Security officers who have not received the required pre-site training or have not passed a certifiable drug screening test and background check detailed herein will not be allowed to provide the services requested herein.
- n. The successful Proposer must supply a letter detailing each of the licensed officers that will be working. This letter shall be provided to the City of Green Bay Human Resources Manager for review and approval prior to starting any work. The letter for each officer will confirm they have completed a background check, list all training completed, outline candidates educational background and passed a certifiable drug screening test and are participating in a drug re-screening program that is acceptable to the standards of the City of Green Bay. All costs related to the drug screening tests shall be the responsibility of the Proposer.
- o. All costs associated with the background investigations shall be the responsibility of the Proposer.
- p. The City of Green Bay reserves the right to remove a contract employee immediately for any conduct determined to be detrimental to the City of Green Bay. The City of Green Bay Human Resources Department will notify the Proposer of a determination to remove a contract employee giving cause.
- q. The successful Proposer is required to provide documentation for proof of pre-site training and on the job training, along with the drug testing, and the background checks to the City of Green Bay Human Resources Department no later than fourteen (14) calendar days prior to the contract commencement date and prior to new officers starting once the contract has been awarded.
- r. Recognizing the confidential nature of the information associated with this work, neither the Proposer nor any of the contractor's employees shall discuss nor disclose any information regarding any of the internal security operations of the City of Green Bay and this Scope of Work with any uninvolved persons or agencies. The security contractor shall not release any information either verbally or in writing to any uninvolved persons and agencies without prior written approval from the City of Green Bay. Also, no photographs of the city hall complex or its operations covered by this Scope of Work are permitted without the written consent of the City of Green Bay.
- s. Proposer shall ensure that all uniformed personnel provided under this Scope of Work are on time, alert, and capable of performing their assigned duties. If the assigned officer does not report on time, the Proposer is required to send a replacement officer within one hour of receiving the notice unless another arrangement has been made with the City of Green Bay.
- t. All services shall be performed in a professional manner. All security officers shall be dressed in security uniforms provided by the successful proposer. They shall be neat and clean; and their appearance shall set a good example.
- u. The successful Proposer shall be responsible for furnishing their security officers with uniforms, flashlights, batteries, chargers, smart phones. Additionally, the Proposer shall

be responsible for furnishing their security officers with a duty firearm, holster, spare magazine(s), and magazine pouch(s).

- i. Duty Firearms will be chambered in 9mm, .40, or .45 with a minimum 10 round magazine capacity. Spare magazines will also have a minimum 10 round capacity.
  - ii. Uniforms for this Scope of Work will be “soft” in appearance (plain clothes) and will consist of sport coat (with company logo) and dress / business casual pants. Acceptable uniforms may also include a pullover (with company logo) and dress / business casual pants. Sport coat and / or pullover will allow for the duty firearm and spare magazine(s) to be concealed.
  - iii. Proposer must provide colored pictures of the different types of uniforms that are available with their proposal submittal.
- v. Officers must have a valid security company ID containing a picture of the officer. This picture ID card must be displayed at all times while in the facility as part of their uniform requirements.
  - w. Security Officer coverage can be modified by the City of Green Bay upon request without affecting the proposed billing rates (i.e. increase or decrease the number of required hours, increases or decreases in the number of officers required, or changes in required duties.
    - i. The City of Green Bay will provide the Contractor with a minimum of twenty-four (24) hours for any changes.
  - x. Monthly quality meetings shall be conducted between representatives of the City of Green Bay and the Proposer in order to discuss methods of maintaining and improving the overall quality of service provided by the Proposer.
  - y. Security level improvements shall not be implemented without the prior approval of the City of Green Bay.
  - z. Proposer is required to provide annually updated written post orders documenting operational instructions the officers are to follow. These procedures are to be created with input from the City of Green Bay and must be approved by the city before they are implemented. All officers shall read and be signed off on these post orders as part of their ongoing training.
  - aa. Proposer shall be required to perform all necessary security services and duties as outlined in the Scope of Work. The requirements of this Scope of Work shall continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies and adverse weather conditions or disasters (natural, deliberate or accidental). Should the Proposer at any time be unable to provide the required personnel or equipment, the City of Green Bay reserves the right to obtain resources on the open market from other security contractors as need arises. Should the cost for obtaining resources from other security contractors exceed those proposed by the successful Proposer, the City of Green Bay shall make deductions from current invoices for the difference between the proposed price and the open market price.
- III. Account Manager Duties
- a. Provide administration and operational direction of the security team in carrying out the provisions of the security program. Provide quarterly site visits and provide a detailed report on the inspection to the appropriate contact within 48 hours of the visit.



- b. In a proactive role, recommend to the City of Green Bay new or revised security procedures as deemed necessary for consideration at monthly quality meetings.
  - c. Review and maintain all security records / reports to assure accuracy and completeness.
  - d. Provide special training at the request of the City of Green Bay's designated contact person in order to address specific client concerns regarding deficiencies in guard training or performance.
  - e. Participate in security related training exercises and skill evaluations.
  - f. Serve as the primary contact for the City of Green Bay on any matters regarding the contract and service provided.
- IV. Supervisor or Lead Officer
- a. Operate as the primary supervisor and document all instances of performance deficiencies and communicate them to the appropriate contact at the City of Green Bay.
  - b. Serve as a coach and mentor to security officers assigned to the city hall complex.
  - c. Provide site specific training for new security officers according to the provisions explained within this Scope of Work.
  - d. Be fully trained and able to perform the duties described in Section V in any conditions.
  - e. Supervisors / Lead Officers must work at least one full shift per week.
- V. Security Officers Duties
- a. Report for work on time and in uniform according to the standards established therein.
  - b. Conduct a security sweep of City Hall (interior) prior to doors being opened to the public.
  - c. Greet and visually inspect all employees and clients entering city hall.
  - d. Direct clients to their required destination in city hall and answer any questions they may have.
  - e. Check in visitors who have appointments with city hall personnel on floors 2-6
    - i. Log in their visit with the current data collection system
    - ii. Notify the appropriate city hall personnel of their client's arrival.
    - iii. Issue a visitor's pass.
    - iv. Provide access to the secure elevator / stairwell.
    - v. Collect visitors' passes when they leave.
  - f. Assist persons who become ill and call for emergency help. Otherwise assist with the City's first response to medical emergencies.
  - g. Assist in serving as crowd monitor for special functions during their shift as directed by the City of Green Bay representative.
  - h. Notify the Police for violations of city ordinances, and state and federal laws.
  - i. Record and report all property damage discovered.
  - j. Report any out of the ordinary or unusual situations.
  - k. Perform other related duties as may be assigned by the by the designated City of Green Bay representative.
  - l. Respond to any disturbances or threats to life and bodily security inside city hall or in the parking lot of city hall and notify police immediately. Attempt to de-escalate verbal disturbances. Take appropriate and necessary lawful actions to stop any threat to life or bodily security.
  - m. Activate appropriate alarm systems (fire / active threat)

- n. Monitor security cameras as needed.
- VI. References
  - a. Proposer must include with their proposal the names of at least five (5) firms (current and past) for whom they have provided security officer services similar to those described in this specification. References shall include the name of the firm and the name and phone number of the contact person.
- VII. Work Locations
  - a. Green Bay City Hall – 100 N. Jefferson St.
- VIII. Equipment and Keys Supplied by the City of Green Bay
  - a. All property furnished by the City of Green Bay as part of this contract shall remain the property of the City of Green Bay and shall be used only in the performance of the duties outlined in this Scope of Work.
  - b. During the contract term, the contractor shall be responsible for the loss or damage of any equipment supplied by the City of Green Bay that is the result of negligence or unauthorized use by the contractor's employees.
  - c. Upon termination, for whatever reason, the Contractor is responsible for the return of all equipment and keys assigned to them.
  - d. Failure to return all equipment and keys shall result in a penalty whereby the Contractor will be held liable for all costs associated with changing of all locks resulting from non-returned or lost keys and/or the replacement cost of said equipment. Said penalty shall be deducted from the City's outstanding balance due the contractor at the time of the termination or will be invoiced to the vendor if there are no outstanding invoices.
- IX. Equipment Supplied by the Contractor
  - a. The Proposer must supply all the uniforms for their personnel. Uniforms shall be of the same color and style, and well suited for the conditions at the work location. Footwear shall be appropriate for the conditions at the assignments.
  - b. The Proposer will be responsible for mobile communications. The Proposer shall provide smart phones for all security officers.
- X. Salary Requirement and Bill Rates
  - a. The only acceptable bill rates are as follows:
    - i. Security officer rate
    - ii. Supervisor / Lead Officer Rate
    - iii. Security officer overtime rate
    - iv. Supervisor / Lead Officer overtime rate
  - b. The City of Green Bay assumes the responsibility for a per-request Emergency Call Out fee. This fee may be billed to the City of Green Bay when staffing is requested with less than 24 hours' notice. New staffing requests with less than 24 hours' notice may also be billed at the overtime rate from the start of the request to the end of the request or through the end of the successful Proposer's pay week, whichever occurs first. Requests continuing into a new pay week will be billed at the regular time rate.
  - c. Overtime will be 1.5 times the respective hourly rate for security officers, lead officers / supervisors. Overtime rates may be billed for holidays established by the contractor.
- XI. Coverage
  - a. One officer or lead officer / supervisor will be assigned to this post Monday – Friday from 7am – 5pm.

- b. Security officer total – 50 hours weekly – Work Hours will mirror City Halls Work Hour Schedule. Hours may adjust seasonally. Please indicate below estimated lead officer hours up and above the 50 hour Security Officer Schedule.
- c. The City of Green Bay reserves the right to reduce, increase or modify the hours as deemed appropriate to meet the needs without penalty.

**RESPONSIVE PROPOSER WORKSHEET**

This worksheet is to be completed by the Proposer.

A responsive proposal will provide information supporting all the items on this worksheet as part of the bid package.

A responsive bid will include information on all the following elements:

**A Security Firm**

- Are you a security firm? YES \_\_\_\_\_ NO \_\_\_\_\_
  - A security firm is defined by the city of Green Bay as a firm that derives 51% or greater of its annual revenue from security guard services, private investigations, and security consulting.
- Percent of annual revenue derived from security services: \_\_\_\_\_%

**Experience Type**

**Years Experience**

Total number of years in business \_\_\_\_\_ (5 years minimum)

Public Service Agencies \_\_\_\_\_ (5 years minimum)

**Employee Information**

Number of employees on payroll \_\_\_\_\_

**COST TABULATION PAGE**

Position	Bill Rates	Associated Pay Rates
Security Officer	\$ _____ / hr.	\$ _____ / hr
Lead Officer / Supervisor	\$ _____ / hr.	\$ _____ / hr

Questions:

1. What is the lead time after notice to proceed? \_\_\_\_\_

If yes, please explain:

COMPANY NAME

	<p><b>Form E: References</b></p> <p><b>RFB #: 2024-06</b></p>
---	---

*This form must be returned with your response.*

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

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

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



## Appendix A

### City of Green Bay Solicitations Standard Terms and Conditions

**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.

**Purchase Order.** A City Purchase Order or other Contract may be issued to the awarded Vendor and shall constitute the entire agreement of the City and Vendor and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City following issuance of the Purchase Order.

If a Purchase Order is not executed, this Request for Bids Standard Terms and Conditions, the City's published Request for Bids, and the version of the Vendor's bid that was accepted by the City, shall constitute a contract and will be the entire agreement.

**Bid Selection.** This Request 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 reserves the right to postpone due dates and openings for its own convenience and to withdraw this Request for Bids at any time without prior notice. The City reserves the right to accept or reject any or all bids submitted, without indicating any reasons for such rejections(s), 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. The City may require the Vendor to participate in negotiation and to submit such additional price or technical or other revisions to its bids as may result from negotiation. The Vendor shall be responsible for all costs incurred as part of its participation in the pre-award process.

**Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Vendors are required to complete the Vendor Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.

**Price Proposal.** All Vendors 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 Vendor may include product literature and specifications. The price quoted will remain firm throughout each contract period. If price escalation/de-escalation clause is required that will be negotiated into Contract Terms.

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 that 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.

Pricing and Discount. 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. 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.

F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may affect acceptance of submittals.

Award. 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 Vendor in compliance with the specifications and requirements of this solicitation. Award will be made to the responsible and responsive Vendor whose bid is most advantageous to the City with price and other factors considered.

Responsiveness is defined as the Vendor's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the Vendor's potential ability to perform successfully under the terms of the proposed Contract. A responsible Vendor has adequate financial resources or the ability to obtain said resources; can comply with required delivery considering 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 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.

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 Vendor must present within five (5) working days, a Statement of Qualifications (SOQ), consisting of evidence satisfactory to the City of performance ability, possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the Vendor's ability to comply with the terms of this solicitation document.

Specifications.

All Vendors 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. 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 Vendor/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Vendors are cautioned to avoid bidding alternates that do not meet specifications, which may result in rejection of their bid/proposal.

Warranty. Unless otherwise specifically stated by the Vendor, products shall be warranted against defects by the Vendor for one (1) year from the date of receipt. If Vendor or manufacturer offers warranty that exceeds one year, such warranty shall prevail.

Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos, digital files, 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.

Nonexclusive. Unless otherwise stated, the City reserves the right to purchase work or materials from multiple vendors.

Item Return Policy. Vendor 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 Vendor Response Sheet, your return policy.

Payment Terms and Invoicing.

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 will be shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address. Vendor must state its ability to invoice within 60 days after the last day of service or after delivery.

Vendors 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.

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 008-0000428893-07.** 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 Vendor's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

Nondiscrimination. A Vendor must state that it will agree to the following statement: *During the term of this Contract, the Vendor, 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.*

The City supports and encourages Minority Business Enterprises (MBE), veterans, and disadvantaged businesses to participate in City bidding processes.

Prevailing Wage. Where applicable under federal law, the Vendor warrants that prevailing wages will be paid to all trades and occupations.

Contractor Status. Vendor must identify in writing its status as state or federal contractor, including any previous actions, including but not limited to, debarment as a contractor or listing as an entity excluded from federal procurement and non-procurement contracts.

Indemnification. A Vendor must state that it will agree to an indemnification clause that will read: *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."*

*Contractor shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.*

*If 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.*

*This indemnity provision shall survive the termination or expiration of this Agreement.*

Open Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and other communications may be subject to public disclosure. The Vendor may request records be identified as trade secret pursuant to Wis. Stat. 19.36(5). The request for trade secret status must be made in writing at the time the record is submitted.

## Insurance Requirements

### 1. **INSURANCE**

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

#### **Commercial General Liability**

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

#### **Automobile Liability**

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

#### **Worker's Compensation**

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

#### **Professional Liability**

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during



the life of the Contract shall include “prior acts coverage” covering at all times all claims made with respect to Contractor’s work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

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

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

## Appendix B

### Sample

#### City of Green Bay CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**  
This is a Contract between the City of Green Bay, Wisconsin, hereafter referred to as the "City" and XX hereafter referred to as "Contractor."  
  
The Contractor is a:     Corporation                       Limited Liability Company                       General Partnership                       LLP  
    Sole Proprietor                       Unincorporated Association                      Other: \_\_\_\_\_.
  
2. **PURPOSE.**  
The purpose of this Contract is as set forth in Section 3.
  
3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**  
Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):  
Tree Removal Per Attached Quote  
  
**Order of Precedence:** In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.
  
4. **TERM AND EFFECTIVE DATE.**  
This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Green Bay, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Green Bay. The term of this Contract shall be xxxxx-Completion.
  
5. **ENTIRE AGREEMENT.**  
This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.
  
6. **ASSIGNABILITY/SUBCONTRACTING.**  
Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.
  
7. **DESIGNATED REPRESENTATIVE.**  
A. Contractor designates xx as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract

Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.

- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.
8. **PROSECUTION AND PROGRESS.**
- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 4, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.
9. **AMENDMENT.**  
This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.
10. **EXTRA SERVICES.**  
The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.
11. **NO WAIVER.**  
No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
12. **NONDISCRIMINATION.**  
During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
13. **AFFIRMATIVE ACTION.**
- A. **The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):**
- The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Green Bay Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

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

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

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

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

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

\*As determined by the Finance Director

\*\*As determined by the Department of Civil Rights

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

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

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

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

(5) Articles of Agreement:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

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

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

ARTICLE V

(This Article applies only to public works contracts.)

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

ARTICLE VI

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

ARTICLE VII

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

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

ARTICLE VIII

(This Article applies to public works contracts only.)

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

ARTICLE IX

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

14. **SEVERABILITY.**

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

15. **NOTICES.**

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

FOR THE CITY:

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

FOR THE CONTRACTOR:

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

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

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

**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.

17. **GOODWILL.**

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

18. **THIRD PARTY RIGHTS.**

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

19. **AUDIT AND RETAINING OF DOCUMENTS.**

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

20. **CHOICE OF LAW AND FORUM SELECTION.**

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

21. **COMPLIANCE WITH APPLICABLE LAWS.**

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

**22. CONFLICT OF INTEREST.**

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

**23. COMPENSATION.**

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

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

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

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

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

**25. DEFAULT/TERMINATION.**

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

**26. INDEMNIFICATION.**

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

27. **LIMITATION OF LIABILITY**

City will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In no event shall City's aggregate liability under this agreement exceed the fees paid to Contractor hereunder

28. **INSURANCE.**

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

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

City of Green Bay  
ATTN: Purchasing Department, Room 101  
100 North Jefferson St.  
Green Bay, WI 54303

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

28. **CONFIDENTIAL INFORMATION**

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 section 29) (ii) at the time of the disclosure or thereafter is lawfully obtained from publicly 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 Agreement or under any federal or state law.

29. **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.

30. **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.

30. **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.

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofGreenBay.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person 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.

33. **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.