

# CITY OF GREEN BAY

## REQUEST FOR BIDS



RFB #: 2023-20

Title: Snowmaking Unit

City Agency: Parks, Recreation, Forestry Department

Due Date: May 11, 2023  
2:00 PM (CT)

CC: 65025

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## 1 NOTICE TO BIDDERS

### 1.1 Summary

The City of Green Bay ("City") Parks, Recreation, Forestry Department is soliciting Bids from qualified vendors for a Snowmaking Unit. 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: 04/25/2023  
Pre-Bid/Site Inspection Date: By Request  
Questions Due Date: 05/04/2023  
Addendum Posted Date: 05/05/2023  
Due Date: 05/11/2023 2:00 PM (CT)

### 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 #: 2023-20  
Title: Snowmaking Unit  
Due: 05/11/2023 2:00 PM (CT)

All email correspondence must include RFB #2023-20 in the subject line.

### 1.5 Delivery of Bids

Delivery of hard copies via U.S. Mail or Common Carrier – 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 1.12)  
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.

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

This section intentionally left blank.

## 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:

Troy Van Handel  
City of Green Bay Purchasing Department  
100 North Jefferson St. – Room 101  
Green Bay, WI 54301  
PH: (920) 448-3049  
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](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.

### 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

Sealed bids will be received by the City of Green Bay for two (2) portable fan snowmaking units with on-board booster pumps for assisting in added snow for alpine skiing and tubing hill(s). Please include Contract Pricing that is available along with price sheet. Include this Contract # with Pricing/Quote Sheet.

### 2.2 Operational Requirements

**FORMAT:** Vendor shall complete every space in the 'Vendors Column' with a (Y) to indicate compliance with specification or (X) to indicate any deviation from specification. Any items appearing in the manufacturer's specifications furnished by the vendor are assumed to be included in this quotation. Note any exceptions to standard manufacturer's specifications.

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

	DESCRIPTION	"Y" COMPLY OR "X" EXCEPTION
1.	Mount shall be two (2) rear wheel galvanized chassis with front tow bar and wheel.	
2.	The carriage shall have three (3) extendable jacks for safe leveling and stability.	
3.	Shall have lifting bracket with two (2) vertically adjustable hooks for transporting on the blade of a snowcat.	
4.	Fan shall be a steel barrel with two (2) pick points for lifting, 25 HP (horsepower) and a fan speed of 1,760 RPM (revolutions per minute) at 480 V/60 Hz (hertz).	
5.	Hydrovane compressor shall be 7.5 HP (horsepower).	
6.	Shall have a minimum of thirty (30) water nozzles, installed on a self-draining, heated, extruded aluminum ring.	
7.	Shall have a minimum of four (4) heated nucleators with removeable ring for service.	
8.	Booster pump shall be a minimum of 15 HP (horsepower).	
9.	Valve shall be an 8-position manual rotary valve with 1 handle with detents for clear indication of valve position and heated.	
10.	Oscillation shall be 350° of horizontal rotation.	
11.	Elevation shall have -10° to 60° of manual elevation adjustment.	
12.	Each snowmaker shall have a minimum of 150 ft. power cord.	





### 2.3 Vendor Requirements

Bidder must be an original manufacturer, or distributor, or dealer authorized by manufacturer with service and repair capabilities for the product.

Bidder must be in the business of implement equipment for the past 3 years.

Bidder must supply references from 3 firms to which similar products 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.

### 2.4 Quote Worksheet

Please submit a quote worksheet, detailing all standard and optional equipment included. Include Contract information if you have quoted off of a Purchasing Contract.

### 2.5 Delivery

All quoted items or services shall be tax-exempt, F.O.B. delivered to City of Green Bay, 919 Crocker St. Green Bay, Wisconsin. Successful vendor shall make all necessary arrangements and cover all costs for delivery of the completed unit to the City of Green Bay.

### 2.6 Warranty

Please include the manufacturer's standard warranty on the unit:

*Complete on Form D: Bid Offer Form*

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Please state the extended warranty plan below. State cost, but do not include cost in quoted price:

*Complete on Form D: Bid Offer Form*

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All warranty work shall be performed at "no charge" whenever the City of Green Bay chooses, regardless of the location. Should the Vendor be unavailable to perform necessary warranty work at a specific time and/or location, the City will have the work done and bill the Vendor for related labor and material charges. In addition, all factory authorized warranty and recall work shall be picked up and delivered by vendor at no cost to the City. Warranty period will begin when the City places completed vehicle into service.

**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

	<p><b>Form A: Signature Affidavit</b></p> <p><b>RFB #: 2023-20</b></p>
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*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? \_\_\_\_\_ No \_\_\_\_\_ Yes (if yes, please explain)**

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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



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


**RFB #: 2023-20**

*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		N/A
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		
Addendum #		
Addendum #		
Addendum #		

COMPANY NAME

	<p><b>Form C: Vendor Profile</b></p> <p><b>RFB #: 2023-20</b></p>
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*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:  <i>The City does not pay service charges.</i>	YES ____ or NO ____  (check one)
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**P-CARD**

STATE IF COMPANY ACCEPTS PAYMENT BY P-CARD:  <i>The City does not pay service charges.</i>	YES ____ or NO ____  (check one)
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	<p><b>Form D: Bid Offer Form</b></p> <p><b>RFB #: 2023-20</b></p>
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*This form must be returned with your response.*

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

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- 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.

Any pricing increases or additions must be agreed upon in writing by both parties.

STATE YEAR/MAKE/MODEL/ QUOTED:
STATE TOTAL DELIVERED COST: \$
STATE COST OF MANUFACTURERS EXTENDED WARRANTY: \$
STATE WARRANTY: (Provide details on extended warranty ff available)
STATE CLOSEST SERVICE CENTER: (to Green Bay, WI)

COMPANY NAME: (Make sure to use your complete, legal company name)			
ADDRESS	CITY	STATE	ZIP
LEAD TIME (Upon receipt of order)			
PAYMENT TERMS (Net 30) Yes _____ No _____ Other _____			
EARLY PAYMENT DISCOUNT (Special terms)			

	<p><b>Form E: References</b></p> <p><b>RFB #: 2023-20</b></p>
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*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.

## Appendix B

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.