

# CITY OF GREEN BAY

## REQUEST FOR PROPOSAL



RFP #: 2023-29

Title: (Anne) Sullivan Park Playground Equipment

City Agency: Parks, Recreation & Forestry

Due Date: August 24, 2023, 2:00 PM (CT)

CC: 65018, 65038

**Table of Contents**

1 NOTICE TO BIDDERS..... 1

1.1 Summary..... 1

1.2 Important Dates..... 1

1.3 Format..... 1

1.4 Labeling..... 1

1.5 Delivery of Bids ..... 1

1.6 Appendix A: Standard Terms & Conditions ..... 2

1.7 Appendix B: Sample Contract for Purchase of Services ..... 2

1.8 Multiple Proposals..... 2

1.9 City of Green Bay Contact Information ..... 2

1.10 Inquiries, Clarifications, and Exceptions ..... 2

1.11 Addenda..... 3

1.12 Bid Distribution Networks ..... 3

1.13 Oral Presentations/Site Visits/Meetings ..... 3

1.14 Acceptance/Rejection of Bids ..... 3

1.15 Withdrawal or Revision of Bids ..... 3

1.16 Subcontracting or Third-Party Payments ..... 4

1.17 Non-Restrictive Specifications and Vendor Alternates ..... 4

1.18 Non-Material and Material Variances..... 4

1.19 Public Records ..... 4

1.20 Contract Quantities ..... 5

1.21 Usage Reports ..... 5

1.22 Proposal Evaluation ..... 5

1.23 Proposal Scoring..... 5

1.24 Award & Final Offers ..... 5

1.25 Partial Award..... 6

1.26 Negotiate Contract Terms ..... 6

1.27 Tax Exempt..... 6

1.28 Appeals Process ..... 6

1.29 Proposers Responsibility ..... 6

2 DESCRIPTION OF SERVICES/COMMODITIES ..... 7

2.1 Background..... 7

2.2 Pre-Bid Conference/Site Visit ..... 7

2.3 General Requirements ..... 7

2.4 Quality of Products..... 7

2.5 Scoring Criteria ..... 7

2.6 Vendor Requirements ..... 7

2.7 Insurance Requirements ..... 8

2.8 Delivery ..... 8

2.9 Warranty..... 8

2.10 Payment Terms..... 8

3 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS ..... 9

4 ADDITIONAL REQUIRED INFORMATION ..... 9

Form A: Signature Affidavit

Form B: Receipt of Forms and Submittal Checklist

Form C: Vendor Profile

Form D: Bid Offer Form

Form E: References

Appendix A: Standard Terms & Conditions

Appendix B: Contract for Purchase of Services

# 1 NOTICE TO BIDDERS

## 1.1 Summary

The City of Green Bay ("City") Parks, Recreation & Forestry Department is soliciting Proposals from qualified vendors for (Anne) Sullivan Park Playground Equipment. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

## 1.2 Important Dates

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

RFP Issue Date: 07/28/2023  
Pre-Bid/Site Inspection Date: By Request  
Questions Due Date: 08/14/2023  
Addendum Posted Date: 08/15/2023  
Due Date: 08/24/2023, 2:00 PM (CT)

## 1.3 Format

The City will not consider illegible Proposals.

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

Please include one (1) signed original and 3 (three) copies of your Proposal. Also include an electronic version of your Proposal on a USB flash drive. All renderings must be submitted via hard copy.

Complete and return Forms A through F and any mandatory forms to the City of Green Bay Purchasing Department with your submittal.

## 1.4 Labeling

All Proposals must be clearly labeled:	Proposer's Name and Address RFP #: 2023-29 Title: (Anne) Sullivan Park Playground Equipment Due: 08/24/2023, 2:00 PM (CT)
--	--

All email correspondence must include RFP #: 2023-29 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 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 RFP name and number. This ensures that the proposal can be delivered to the correct purchasing agent without having to open the proposal.

#### 1.6 Appendix A: Standard Terms & Conditions

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

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

\*\*\*This Section Intentionally Left Blank\*\*\*

#### 1.8 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Multiple bids with different prices, layout and/or equipment options from the same contractor will be accepted, and shall be submitted as separate bids. No more than two (2) proposals per vendor may be submitted. Proposers must sequentially label as (e.g., Proposal Option #1, Proposal Option #2) Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

#### 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 RFP without written consent from the Purchasing Department may result in your proposal being rejected.

#### 1.10 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Department Buyer (see Section 1.9).

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda (see Section 1.11). Bidders are strongly encouraged to check for addenda regularly.

Proposers should be as responsive as possible to the provisions stated herein. A prospective vendor may take "exception" to proposal terms, conditions, specifications and dates stated within the proposal package. However, the City of Green Bay reserves the right to disqualify any and all Proposals 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 RFP, the City will post addenda to its Proposals distribution websites (see Section 1.12). It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers 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 Proposals, 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. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin VendorNet System: State of Wisconsin and local agencies bid network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar: National proposal network – Free subscription is available to access Proposals 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

Proposers 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 RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

### 1.14 Acceptance/Rejection of Bids

The City reserves the right to accept or reject any or all Proposals 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 Proposer responding to this request. The City expressly reserves the right to reject any and all Proposals responding to this invitation without indicating any reasons for such rejection(s). Any proposals 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

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

## 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 proposal. 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 RFP prevents you from offering a proposal, 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

Proposers are hereby notified that all information submitted in response to this RFP 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.

Proposers 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 proposal information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers 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 Proposals 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 Proposals will be available for review in accordance with such laws.

## 1.20 Contract Quantities

The estimated annual quantities identified within this RFP are for proposal purposes only and are based on historical data. The City does not guarantee to purchase any specific quantity or dollar amount. Proposals that state the City must guarantee a specific quantity or dollar amount may be disqualified.

## 1.21 Usage Reports

Annually, the successful Proposers 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 Proposal Evaluation

The City's evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Purchasing Department.

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

## 1.23 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

Proposals will be scored using the following criteria:

DESCRIPTION	POINTS
Play Value	30
Number of Components	25
Number of ADA Accessible Components	25
Creativity	15
Warranty	5
<b>TOTAL</b>	<b>100</b>

## 1.24 Award & Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer after the original evaluation process is complete. Alternatively, the highest proposer or proposers may be requested to submit best and final offers. If the City requests best and final

offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer following that process. However, a proposer should not expect that the City will request a best and final offer.

#### 1.25 Partial Award

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

#### 1.26 Negotiate Contract Terms

The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the City may negotiate a contract with the next highest scoring proposer.

#### 1.27 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.

#### 1.28 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.

#### 1.29 Proposers Responsibility

Proposers shall examine this RFP 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 Proposers to fulfill the requirements of the resulting contract.



## 2 DESCRIPTION OF SERVICES/COMMODITIES

### 2.1 Background

The City of Green Bay is requesting proposals for the design and furnishing of play equipment at (Anne) Sullivan Park located at 1521 Deckner Avenue, Green Bay, WI 54301. Installation of play equipment to be completed by The City of Green Bay Parks, Recreation & Forestry Department. The purpose of this document is to provide interested parties with information to enable them to prepare and submit proposals for the project.

The City reserves the right to select, negotiate and subsequently award, the proposed service which best meets our required needs, quality levels and budget constraints. The award may be in part or whole. To learn more about the City of Green Bay, please visit our website at <https://greenbaywi.gov/>

### 2.2 Pre-Bid Conference/Site Visit

A non-mandatory pre-bid meeting to visit the project site so that local conditions are known and considered can be arranged with the Purchasing Department, (920) 448-3049 or [purchasing@greenbaywi.gov](mailto:purchasing@greenbaywi.gov)

Jobsite Location Address:                   City of Green Bay – (Anne) Sullivan Park  
  1521 Deckner Avenue  
  Green Bay, WI 54301

### 2.3 General Requirements

Conditions of proposal which include the word “must” or “shall” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no proposer is able to comply with a given specification, condition of proposal or provide a specific item/service on the Itemized Proposal List, Purchasing reserves the right to delete that specification, condition of proposal or item without having to complete the proposal process again. **FAILURE TO MEET A MANDATORY REQUIREMENT SHALL DISQUALIFY YOUR PROPOSAL. This contract proposal document and the awarded Proposer (Contractor’s) response information shall become the Contract.**

### 2.4 Quality of Products

The design for play equipment shall conform to the **Consumer Safety Product Commission (CPSC)** guidelines and provide a transition location to accommodate the **Americans with Disabilities Act (ADA)**.

The Proposer shall provide a scale drawing of the playground layout being proposed. The City shall provide approval of the final layout design.

The Proposers response shall clearly and specifically indicate the product being offered and shall provide sufficient descriptive literature, catalog cuts, pictures, technical detail and price to determine if the products offered meets the requirements of this RFP. Failure to provide said materials with the Proposal response may disqualify the Proposal.

### 2.5 Scoring Criteria

Reference Proposal Scoring (Section 1.23) Above For Scoring Breakdown

### 2.6 Vendor Requirements

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

Proposer company or its principals must be in the business of providing and installing Playground Equipment items/service and must have done so for the past five (5) years.

Proposer must supply references of three (3) firms to which similar products have been provided during the past five (5) 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.

## 2.7 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.

## 2.8 Delivery

All proposed items or services delivered shall be tax-exempt, F.O.B. Delivered to the City of Green Bay Park Garage, 919 Crocker St., Green Bay 54303.

Delivery is desired on or before April 1, 2024. State if this requirement can be met. If unable to deliver by the stated date, indicate the earliest delivery date possible. Timeliness of delivery may be used in evaluation for bid award. Use Form E to list lead time.

## 2.9 Warranty

Vendor will warrant their products as merchantable and to be free of defects in materials and workmanship within industry standards for services of this type. Vendor to include a copy of their warranty for all items in this proposal and indicate the number of years the warranty is valid for.

## 2.10 Payment Terms

Payment will not be made until the item/service is determined to meet all specifications and has been accepted by the the City of Green Bay. The City will pay the Contractor Net 30 days after receipt of invoice once accepted by the City.

### **3 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS**

In order for your proposal to be considered, the following forms/information must be completed and submitted as part of your proposal response. Failure to provide these forms/information with your proposal submittal may disqualify your proposal.

- a. Form A - Signature Affidavit
- b. Form B - Receipt Forms and Submittal Checklist
- c. Form C - Vendor Profile Information
- d. Form D - Designation of Confidential & Proprietary Info
- e. Form E - Specifications of Products
- f. Form F – Cost Proposal
- g. Form G - References

### **4 ADDITIONAL REQUIRED INFORMATION**

- h. Section 1.16 - List of Subcontractors
- i. Section 2.4 - Scale Drawing of Play Equipment Layout
- j. Section 2.4 - Information Related To The Product Being Offered
- k. Section 2.9 - Warranties Of The Product Being Offered



**Form A: Signature Affidavit**

**RFB #: 2023-29**

*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)**

---

---

---

---

---

---

---

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



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

**RFB #: 2023-29**

*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: Designation of Confidential and Proprietary Information		N/A
Form E: Bid Offer Form		N/A
Form F: References		N/A
Form G: Vendor Proposal Submittal Forms For Scope of Products		N/A
Hard Copy of 24 x 36 Size Rendering		N/A
Appendix A: Standard Terms & Conditions	N/A	
Addendum #		

---

COMPANY NAME



**Form C: Vendor Profile Information**

**RFB #: 2023-29**

*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

**PROCUREMENT CARD (P-CARD)**

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD:  <b><i>The City does not pay service charges.</i></b>	YES ____ or NO ____  (check one)
--	--

The City of Green Bay has implemented a Procurement Card (P-Card) Program. Bidders must have the capability to accept credit cards for payments or must be willing to take the necessary steps in order to accept credit card payments by the City prior to the implementation of this agreement as the City may opt to use the P-Card as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Bidders shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card..



**Form D: Designation of Confidential & Proprietary Info**

**RFB #: 2023-29**

*This form must be returned with your response.*

Material submitted in response to the City of Green Bay’s (the “City”) Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that 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 and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material, and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential\* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

NOTE: Proposers are cautioned that the entire proposal may not fall within the confines of the pledge of confidentiality. The above designation(s) of confidentiality in no way guarantees that designated information will be kept confidential. Under the provision of the public records law, proposer is not entitled to notification prior to release of information, and is not entitled to go to court to block disclosure of any portion of the proposal.

If the city agrees with proposer’s designation of trade secret or confidentiality and the designation is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of trade secret or confidentiality.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

SIGNATURE (Authorized Representative)	
NAME (Please Print)	EMAIL
COMPANY NAME	TELEPHONE NUMBER
TITLE	DATE

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City’s preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. \_\_\_\_\_, etc. Data contained in the proposal and all documentation become property of the City.



**Form E: Specifications of Products**

**RFB #: 2023-29**

*This form must be returned with your response.*

FORMAT: Vendor shall complete every space in the ‘Vendors Column’ with a (√) to indicate compliance with specification or (Exception) 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. Vendor shall complete every question in the space below the question.

REQUIREMENTS: While every effort has been made to ensure the accuracy and completeness of the information in this RFP, 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 RFP. Therefore, it is the Vendor’s responsibility to include in their proposal 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.

No.	DESCRIPTION	VENDOR'S <u>COLUMN</u> “√” COMPLY OR “EXCEPTION”
1.	<p><b>Quantity/Type:</b> The City of Green Bay, on behalf of the Parks, Recreation and Forestry Department is seeking proposals for modular play structures and other free-standing equipment for (Anne) Sullivan Park. The following duties represent the required specifications to be performed:</p>	
2.	<p><b>Attachments:</b> Included are the attached .pdf files:</p> <ul style="list-style-type: none"> <li>• RFP #2023-29 Sullivan Park Existing Conditions.pdf</li> <li>• RFP #2023-29 Sullivan Park Proposed Area Map.pdf</li> <li>• RFP #2023-29 Sullivan Park Site Photos.pdf</li> </ul> <p><b>Note:</b> The measurements and locations of the existing site conditions/features are approximate and not exact.</p>	
3.	<p><b>Certification/Guidelines:</b> All equipment must consist of new and unused material. Wood shall not be permitted. Use of recycled materials is permitted. All proposals shall be fully compliant with the most current: <b>CPSC</b> guidelines, <b>ASTM</b> standards and <b>IPEMA</b> certification.</p> <p>All equipment shall be compliant with the full intent of all <b>ADA</b> guidelines for accessibility, play components and design.</p>	
4.	<p><b>Number of Proposal Options:</b> No more than two (2) playground proposals may be submitted. All proposals should highlight your newest and unique play events that are available.</p>	



No.	DESCRIPTION	VENDOR'S <u>COLUMN</u> “√” COMPLY OR “EXCEPTION”
5.	<b>Photographs And Supporting Documentation:</b> The supplier must include additional details, photographs, or other information which will support the evaluation process.	
6.	<b>Minimum Specifications:</b> Provide detailed product material specs with submittal. The following list is the minimum specifications for approved play equipment materials. Please check YES if you comply. <b>(See 7-16 Below)</b>	
7.	<b>Hardware:</b> All required hardware for assembly of the structure shall be included. All fasteners shall be yellow zinc di-chromate plated steel or 18-8 grade stainless steel (300 series). Capped lock nuts, with cover bolts ends, shall be included. Tamper-resistant hardware required on principle clamping mechanisms. Provide special tools for assembly and maintenance.	
8.	<b>Die Cast Clamps:</b> Clamps shall be die cast of high strength 380 aluminum alloy.	
9.	<b>Rotationally Molded Plastic Parts:</b> Rotationally molded from color-compounded, first quality, linear low density, Exxon CP-812 polyethylene (or equal). Dry-blended or molded-in resins are not acceptable. Cross-sectional design shall be .25” (6 mm) nominal thickness, double wall construction.	
10.	<b>Sheet Plastic Parts:</b> Shall be 3/4” thick, high-density polyethylene formulated for UV stability and color retention.	
11.	<b>Steel Tubing:</b> 5” outside diameter x 11ga. tubing (Posts). Tubing shall be cold rolled; electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: Hot-dipped Flo-Coat® uniform zinc galvanized coating (or equal). Chromate conversion coating. Clear polymer coating. Tubing shall have a corrosion resistant zinc-rich paint interior coating.	
12.	<b>Epoxy/Polyester Primer:</b> Epoxy/Polyester Primer is a powder coating which is electrostatically applied at a thickness of .002”-.005” (2 to 5 mils). It produces a finish having a “tooth”, which readily accepts the proceeding coating of polyester powder coat finish.	
13.	<b>Polyester Powder Coat Finish:</b> Powder coating is electrostatically applied at a thickness of .002” - .005” (2 to 5 mils).	
14.	<b>Eco-Armor® (Or Approved Equal):</b> Coated application shall be from 45 to 55 mils on the wear surfaces of all coated parts and 30 mils on other surfaces. Coating is made of an ultraviolet stabilized polyethylene (PE) material.	

No.	DESCRIPTION	<b>VENDOR'S COLUMN</b> <small>“√”</small> <b>COMPLY OR “EXCEPTION”</b>
15.	<b>Coated Decks:</b> Coated Decks shall be an all-welded assembly fabricated of 12-gauge sheet steel.	
16.	<b>Installation:</b> Explicit installation and maintenance instructions shall be provided at no charge to the City, which will include a detailed top view and footing drawings plus written instructions to ensure proper installation of the equipment. The provided information shall be “project” specific containing component information that is part of the playground design.	
17.	<b>SITE PREPARATION &amp; INSTALLATION:</b> This proposal is for the <u>purchase and delivery only</u> of playground equipment. The City will install the playground equipment.	
18.	<b>OWNERSHIP:</b> The City takes ownership of the playground equipment upon satisfactory installation of all components.	
19.	<b>WARRANTY:</b> Vendor will warrant their products as merchantable and to be free of defects in materials and workmanship within industry standards for services of this type. <b>Vendor to include a copy of their warranty for all items in this proposal and indicate the <u>number of years</u> the warranty is valid for:</b>	
20.	<b>PAYMENT:</b> Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.	
21.	<b>LEAD-TIME:</b> Equipment shall be ordered upon approval by Common Council.	



**Form E: Specifications of Products Cont.**

**RFB #: 2023-29**

*This form must be returned with your response.*

**(ANNE) SULLIVAN PARK PLAY EQUIPMENT SPECIFICATIONS**

1521 Deckner Avenue, Green Bay, WI 54301

**BUDGET:** The proposed budget is \$110,000 and no proposal shall exceed that dollar amount. The prices listed must include all costs of the equipment, vendor discounts and all freight charges. Vendor may submit up to (2) design options for each park.

**NOTES:**

- **Two (2) Existing 8’ Tall, Two (2) Bay Swing Set Frames to Remain. Current location is ideal but can be relocated according to proposal plan(s).**
- **One (1) 10’ Tall, Two (2) Bay Swing Set Frame To remain. Current location is ideal but can be relocated according to proposal plan(s).**
- **There is enough funding in the budget to add approximately 3,000 square feet of pour in place rubber or artificial turf surfacing within the playground to help accommodate ADA access. There is a desire to put concrete or other buffer between this surfacing and the wood chips that will be installed within the remainder of the playground area. Please consider where the pour in place rubber or artificial turf surfacing is recommended within your design.**

Example of acceptable slide types to include” triple, double, wave, spiral, curved, tornado, corkscrew, etc. Tube slides or crawl slides are not acceptable or permitted.

Independent satellite equipment may be proposed if adequate space allows for installation.

Proposals may include some “deckless” equipment incorporated into the design, if desired

No.	DESCRIPTION	<b>VENDOR'S COLUMN</b> “√” <b>COMPLY OR</b> <b>“EXCEPTION”</b>
1.	<b>COLOR/THEME:</b> Blue/Green/Orange in Color w/ optional “Oak Tree” Based Theme. If your company does not offer the theme and/or color scheme or does not carry a color as standard for any play equipment or components, Vendor to indicate your closest alternate color as a side note on your rendering. Vendor to also note these exception(s) in your RFP submittal pages. The City reserves the right to select the final colors from the awarded vendor’s standard color charts.	

No.	DESCRIPTION	<b>VENDOR'S COLUMN</b> <small>“√”</small> <b>COMPLY OR “EXCEPTION”</b>
2.	<b>PLAY STRUCTURE SIZES:</b> See the attached site plan of existing conditions for reference. Site constraints limit the opportunity to expand the play area due to existing trees. New equipment and safety zones must be placed outside the tree critical root radii as provided on the Sullivan Park Proposed area Map. Must provide dimensions for all proposed playground structures and independent play equipment.	
3.	<b>Play Activities:</b> The following are play activities that must be included in this proposal:  The design for play equipment shall provide a transition location to accommodate the <b>Americans with Disabilities Act (ADA) – Minimum of Ten (10) ADA Accessible Play Activities.</b>	
4.	<b>One (1) Play Structure:</b> Targeted for ages 2-12 w/ multiple access points and a portion of the structure having ADA accessibility and ramping.  Play Structure(s) Components To Include: <ul style="list-style-type: none"> <li>• <b>One (1)</b> - 120” Slide</li> <li>• <b>One (1)</b> - 72” Slide</li> <li>• <b>Two (2)</b> - 48” Slide (ADA Accessibility)</li> </ul> Manufacturer: _____  Model: _____	
5.	<b>One (1) Overhead Climber</b>  Manufacturer: _____  Model: _____	
6.	<b>One (1) Climbing Structure</b>  Manufacturer: _____  Model: _____	

No.	DESCRIPTION	<b>VENDOR'S COLUMN</b> <small>“√”</small> <b>COMPLY OR “EXCEPTION”</b>
7.	<b>One (1) Table w/ ADA Accessibility &amp; Seating</b> Manufacturer: _____ Model: _____	
8.	<b>One (1) Bucket Swing, Chains &amp; 3.5” Diameter Hardware for 8’ Tall, Existing Swing Set Frame</b> Manufacturer: _____ Model: _____	
9.	<b>Ten (10) Strap Swings, Chains &amp; Hardware –</b> (Six (6) Swings, Chains & 3.5 Diameter Hardware for 8’ Tall Existing Swing Set Frames) (Four (4) Swings, Chains & 5.5” Diameter Hardware for 10’ Tall Existing Swing Set Frame) Manufacturer: _____ Model: _____	
10.	<b>One (1) Merry-Go-Round ADA Accessibilty</b> Manufacturer: _____ Model: _____	

No.	DESCRIPTION	<b>VENDOR'S COLUMN</b> <small>“√”</small> <b>COMPLY OR “EXCEPTION”</b>
11.	<b>One (1) Communication Board for Nonverbal Individuals</b> Manufacturer: _____ Model: _____	
12.	<b>One (1) Interactive Panels (i.e. Tic-Tac-Toe, Spinners, Cause &amp; Effect, Interactive Games, etc.)</b> Manufacturer: _____ Model: _____	
13.	<b>Additional and/or Alternative Equipment</b> Manufacturer: _____ Model: _____	
14.	<b>Additional and/or Alternative Equipment</b> Manufacturer: _____ Model: _____	
15.	<b>Additional and/or Alternative Equipment</b> Manufacturer: _____ Model: _____	





**Form F: Cost Proposal**

**RFB #: 2023-29**

*This form must be returned with your response.*

**NOTE: MAKE A COPY OF THIS PAGE TO BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL IF YOU CHOOSE TO PROVIDE A SECOND DESIGN OPTION.**

All proposals must come as close to the **\$110,000** budget without exceeding. The prices listed below must include all costs of the equipment, including any vendor discounts and all freight charges.

ITEM	QTY.	DESCRIPTION/LOCATION	PRICE
1.	Lot	<b>(ANNE) SULLIVAN PARK PLAY EQUIPMENT</b> Attached a detailed list of <b>BILL OF MATERIALS</b> listing all costs of the items associated with your design & play equipment in your proposals.	\$ _____

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)			





**Form G: References**

**RFB #: 2023-29**

*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.