CITY OF GREEN BAY REQUEST FOR BIDS



RFB #: 2022-55

Title: Reroofing Community Policing Center

City Agency: Community & Economic Development Department

Due Date: November 3, 2022

2:00 PM CT

CC: 005-770-00: 022-910-00

Table of Contents

1	NOTICE	TO BIDDERS	1
	1.1	Summary	1
	1.2	Important Dates	
	1.3	Format	
	1.4	Labeling	
	1.5	Appendix A: Standard Terms & Conditions	
	1.6	City of Green Bay Contact Information	
	1.7	Inquiries, Clarifications, and Exceptions	
	1.8	Addenda	
	1.9	Bid Distribution Networks	
	1.10	Examination of Site	
	1.11	Acceptance/Rejection of Bids	
	1.12	Withdrawal or Revision of Bids	
	1.13	Subcontracting or Third Party Payments	
	1.14	Non-Restrictive Specifications and Vendor Alternates	
	1.15	Non-Material and Material Variances	
	1.16	Public Records	
	1.17	Tax Exempt	
	1.18	Appeals Process	
2		JCTIONS TO BIDDERS	
2			
	2.1	Submission of Bids	
	2.2	Proof of Responsibility	
	2.3	Examination of Contract Documents and Site	
	2.4	Interpretation of Contract Documents	
	2.5	Estimate of Quantities	
	2.6	Permits and Licenses	
	2.7	Subcontractors	
	2.8	Time of Completion	
	2.9	Requirements for Signing Bids	
	2.10	Withdrawal of Bids	
	2.11	Opening of Bids	
	2.12	Award of Contract	
	2.13	Bids to Remain Open	
	2.14	When Award Effectual	
	2.15	The City of Green Bay Code of Ordinances	
	2.16	Insurance Requirements	8
3	SCOPE	OF WORK	9
	3.1	Roofing Materials	10
	3.2	Materials	
	3.3	Working Hours	16
	3.4	Temporary Power and Water	
	3.5	Temporary Sanitary Facilities	
	3.6	Storage of Materials	
	3.7	Control of Materials	
	3.8	Coordination With Contractors and The City Of Green Bay	
	3.9	Permits	
	3.10	Final Inspection	
4		RED INFORMATION AND CONTENT FOR SUBMITTAL OF BID	
•			
		A- Signature Affidavit	
		3- Receipt of Forms and Submittal Checklist	
		C- Vendor Profile	
	LOIII L	7- DIU UIIEI FUIII	1/

Form E- References	17
Statement of Qualifications - SOQ	
Standard Terms and Conditions, Appendix A	23

<This section left intentionally blank>

1 NOTICE TO BIDDERS

1.1 Summary

The City of Green Bay Community & Economic Development Department ("City") is soliciting Bids from qualified vendors for the re-roofing of its Community Policing Center. 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: October 18, 2022 Questions Due Date: October 25, 2022 Addendum Posted Date: October 26, 2022

Due Date: November 3, 2022, 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 as noted under 'Section 4: Required Forms and Content for Submittal of Bids' to City of Green Bay Purchasing Department with your bid submittal.

1.4 Labeling

All Bids must be clearly Bidder's Name and Address

labeled: RFB #: 2022-55

Title: Re-roofing Community Policing Center

Due: November 3, 2022 2:00 PM CT

All email correspondence must include RFB 2022-55 in the subject line.

1.5 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.

1.6 City of Green Bay Contact Information

The City of Green Bay Purchasing Diane Kruse CPM; C.P.I.M. Department administers the Purchasing Department

procurement function: 100 North Jefferson St. Room 101

Green Bay, WI 54301 PH: (920) 448-3051 FAX: (920) 448-3050

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.

1.7 Inquiries, Clarifications, and Exceptions

Bidders are to raise any questions they have about the RFB document without delay. Direct all questions, *in writing*, to the Purchasing Department Buyer listed in Section 1.6.

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 1.9 below. Bidders are strongly encouraged to check for addenda regularly.

Bids should be as responsive as possible to the provisions stated herein. A prospective vendor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Green Bay reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

1.8 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda to its Bids distribution websites – see 1.9 below. It is the Bidders responsibility to regularly monitor the websites for any such postings. Bidders must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.9 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 State of Wisconsin and local agencies bid network. Registration is free.

VendorNet System: http://vendornet.state.wi.us/vendornet

DemandStar by Onvia: National bid network – Free subscription is available to access Bids

from the City of Green Bay and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in

WAPP.

Home Page: www.demandstar.com

1.10 Examination of Site

Vendors that wish to submit a bid must visit the site to become familiar with the location and local conditions that may in any manner affect cost, progress, and performance of furnishing the work.

1.11 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 will 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.

1.12 Withdrawal or Revision of Bids

No bids shall be withdrawn after the opening of bids without the consent of the City of Green Bay, Wisconsin for a period of sixty (60) days after the scheduled time for closing bids.

1.13 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 must be responsible for all subcontractor(s) work and payment.

1.14 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of the proposed work 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 must submit, with their bid, 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 bid as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFB prevents you from offering a bid, consideration will be given to a Vendor's request for change.

1.15 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.

1.16 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 must 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.

1.17 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.

1.18 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 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.

2 INSTRUCTIONS TO BIDDERS

2.1 Submission of Bids

A. SEALED BIDS: Documentation must be received at the Purchasing Office on or before the due date noted above between the hours of 8 am and 4:30 pm, Monday – Friday. Bids must be in your envelope clearly marked with the Bidder's name and return address and indicate the following:

"SEALED BID #2022-55"
Buyer: Diane Kruse
Re-Roofing Community Policing Center

Sealed bids may also be submitted through the e-bid system DemandStar (see section 1.9 of this bid packet for information).

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

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

- B. The legal business name of the contractor submitting the bid must also appear on the outside of the sealed envelope.
- C. Bidders are to submit their bid on the Request for Bid (RFB) form provided. Refer to Section 4 Required Forms and Content for Submittal of Bids for additional information on items to be included in the bid submittal.

2.2 Proof of Responsibility

STATEMENT OF QUALIFICATION (SOQ): A current Statement of Qualifications must be on file or submitted with a bid response or Bidders Proof must be on file with the City no later than five days before the date bids are due.

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

If you have previously submitted an SOQ or Bidders Proof, it is only valid for one (1) year. It is the Bidder's responsibility to keep this current with the City of Green Bay Purchasing & Public Works Departments. Contact Purchasing for information at (920) 448-3047.

The Statement of Qualifications form is attached to the bid or available to download & print off the City of Green Bay's website: https://greenbaywi.gov/192/Purchasing

2.3 Examination of Contract Documents and Site

Before submitting a bid, each bidder must:

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

Bidder must promptly notify the Purchasing Department, before the designated deadline for written questions as stated above, of any conflicts, errors, ambiguities or discrepancies which bidder has discovered in or between the Contract Documents and such other related documents.

2.4 Interpretation of Contract Documents

Bidders are asked to examine this RFB upon receipt. If necessary, Bidders should make a written request for interpretation or correction of any ambiguity, inconsistency or error discovered in the Contract Documents. All questions about the meanings or intent of the Contract Documents

must be directed in writing via mail, fax or e-mail to the Purchasing Department, before the designated deadline for written questions as stated above. Questions received after this date may not be responded to. Any contact or attempt to contact any other employee of the City regarding this RFB may result in the immediate disqualification of the Vendor. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

2.5 Estimate of Quantities

An estimate of the quantity of work to be done under the Contract is stipulated in the Bid Documents. The quantities of work must be considered as approximate and for comparison of bids only. The City does not guarantee nor imply that the actual quantities involved in the work will correspond exactly therewith and shall not be liable for any misunderstanding as to the exact quantities, location, or conditions pertaining to the work. No adjustment in the contract unit prices will be made due to any variance between bid quantities and the actual measured quantities.

2.6 Permits and Licenses

Bidder is responsible, unless otherwise noted in the special provisions, for determining the applicable permits, licenses, and other approvals and authorizations required by law for performance of work and must include such costs in their Bid. No extra compensation shall be paid by the City to the successful bidder for failure to include these costs in their Bid.

2.7 Subcontractors

Bidder must, as part of the proposal, submit a list of Subcontractors proposed to be used on the contract with and the class of work to be performed by, provided that to qualify for such listing each Subcontractor must first submit in their bid in writing to the general contractor at least 48 hours prior to the time of the bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor has been omitted from the proposal.

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

No subcontract, whether listed or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 1071 of the City of Green Bay Standard Specifications.

2.8 Time of Completion

Work must be prosecuted effectively and diligently to completion. Once work on the contract has commenced, the contractor must proceed continuously to completion. Failure to begin operations, or failure to diligently prosecute the work, may be considered as a breach of Contract and render the Contractor liable to action. Default of Contract or the revocation or suspension of the Contractors' privilege to bid additional work, or both.

2.9 Requirements for Signing Bids

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

2.10 Withdrawal of Bids

Proposals may be rejected if they show any alterations of form, additions or amendments not called for, conditional or alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind. Proposals in which the unit prices for some items are out of proportion to the prices for other items, or proposals in which unit prices are not submitted for each item of work listed may be rejected. The City reserves the right to reject the bid of any person or firm who, in its opinion, has not had sufficient experience in the type of construction on which they are bidding or who is not provided with the necessary capital, machinery, and supervisory personnel to execute the work to be contracted for to the satisfaction of the said Committee. The City reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for bids, or to proceed to do the work otherwise, if in the judgment of the City, the best interest of the City will be served thereby.

2.11 Opening of Bids

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

2.12 Award of Contract

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

2.13 Bids to Remain Open

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

2.14 When Award Effectual

The Contract must be deemed as having been awarded when a written Purchase order or notice to proceed has been communicated via hard copy or email to the successful bidder by an agent of the City duly authorized to give such notice.

2.15 The City of Green Bay Code of Ordinances

In accordance with Section 9.16 of the City of Green Bay Code of Ordinances, any corporation, firm or individual violating Chapter 133.01 of the Wisconsin Statutes, or any subsequent amendment thereof, shall upon conviction thereof be thereby disqualified as a bidder on any City of Green Bay project for a period of three (3) years from the date of such conviction; however, mothering herein shall be interpreted to preclude such corporation, firm, or individual from completing any and all contract he/she may already have with the City at the time of such conviction, nor shall this ordinance be applied retroactively to convictions occurring prior to the adoption and publication of this ordinance. This prohibition applies with like force to officers of convicted corporations, firms, or individuals who thereafter have business interest in new corporations or business enterprises of whatever kind or description.

2.16 Insurance Requirements

INSURANCE/INDEMNIFICATION REQUIREMENTS FOR CITY OF GREEN BAY

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

1. GENERAL LIABILITY COVERAGE

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

2. BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of: \$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

- * Additional Insured On the General Liability Coverage, the City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."
- * Endorsement -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * Waiver of Workers Compensation Subrogation The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its

officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

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

3 SCOPE OF WORK

The work under this Contract will consist of removal and disposal of the existing roof system; replacement of rotten sheathing and fascia; installation of a new roof system; installation of a new asphalt shingles roof system. This work performed under this contract includes furnishing all the material, labor, tools, equipment, services, methods, skill and supervision necessary to satisfactorily complete the repair work.

The work on this Contract will take place at 807 N. Irwin Ave, Green Bay, Wisconsin. Any contractor wishing to submit a bid must visit the site become familiar with local conditions that may in any manner affect cost, progress, and performance of furnishing the work along with inspect and take measurements of the site.

	SPECIFICATION	"√" COMPLY OR "EXCEPTION"
1.	ROOF REMOVAL	
	 Tear off complete roof down to the roof deck Inspect all decking and must make sure decking is properly nailed down Remove and replace any necessary decking to provide a secure, nailable surface for new shingles 	
2.	On pricing page for each 4x8 foot area of decking list what the additional cost will be which must include resheeting.	
3.	• Close up all old vent holes and fill with OSB as needed • Cut ridge vent 1-1/2" on each side of the roof peak to allow for proper ventilation • Install new gutter apron and drip edging followed by ice and water shield on all eves, over the top of gutter apron and in all valleys • Install synthetic felt over the roof deck • Install new valleys • Install all new soil boot flashings on all pipes • Install all new flashing as needed • Install starter strip on all eves • Install high definition, dimensional shingles with a six (6) -nail application system • Install "shingle over style" ridge vent and cap shingles on all peaks of roof	
4.	SHINGLES MATERIALS and APPLICATION OF SHINGLES CertainTeed American Harvest Shingles or approved equal: List Mfg and Brand of Shingles. Must have a minimum of six (6) nails per shingle and bat screen under ridge vent. Edging material and drip edge must match shingles.	

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

	a. Comply with the following standards:				
	i. ASTM D3018 – Class A Asphalt Shingles Surfaced with				
	Mineral Granules; Type 1 – Self Sealing ii. ASTM D3161 – Wind-Resistance of Asphalt Shingles; Class				
	F iii. ASTM D3462 – Asphalt Shingles Made from Glass Felt and				
	Surfaced with Mineral Granules; minimum tear resistance of				
	1450 grams				
	b. Must be algae resistant				
5.	CLEAN UP & HOME PROTECTION				
	• All concrete areas, decks and patios must be covered with tarps to				
	protect them from falling roof debrisAll landscaping must be covered with tarps				
	Roof must be blown off once completeGutters must be cleaned out by hand and blown out				
	Debris must be picked up off the ground throughout the day and at				
	the end of the day • Magnets must be run to collect any metal debris				
3.1 Ro	ofing Materials				
6.	All materials must be in compliance with the NRCA (National				
	Roofing Contractors Association) - Roofing and Waterproofing Manual.				
	All products used in this installation must be compatible with one				
	another and the shingle intended for use.				
	Ice and Water Protection Membrane				
	a. Self-adhering, self-sealing fiber glass mat with				
	granulated asphalt surfaced membrane				
	b. Approved Ice and Water Backup Protection Membrane products include:				
	·				
	i. Owens Corning: Weather-Lock G ii. GAF: Weather-Watch				
	iii. CertainTeed: WinterGuard				
	iv. Or approved equal				
	c. Comply with the following standards:				
	i. ASTM D1970				
3.2 Ma	uterials				
7.	Synthetic Underlayment				
	a. Polypropylene underlayment and/or granulated				
	asphalt with fiberglass mat				
	b. Approved Synthetic Underlayment products include:				

i.Owen's Corning: Titanium-UDL; 45#/10 sq. rollii. Kirsch Building Products: Sharkskin Ultra;45#/10sq. roll

iii. GAF Products; Deck-Armor; 43#/10 sq. roll iv. Or approved equal

- c. Comply with the following standards:
- I. ASTM D226
- II. ASTM E-108, Class A Fire

Architectural Asphalt Shingle

- a. Architectural asphalt/fiberglass laminated 40-yr shingle. The shingles must consist of organic felt or glass mat(s) saturated or impregnated and coated on both sides with a hot asphaltic material and completed surfaced on the weather side with mineral granules embedded in the coating.
- b. Approved Shingle Manufacturers:

i.Atlas Roofing Corporation; Atlanta Georgia
ii. Certain Teed Corporation; Saint Gobain – Valley Forge, Pennsylvania
iii. IKO Roofing Products; Toronto, Canada
iv. Or approved equal

c. Comply with the following standards:

i.ASTM D3018 – Class A Asphalt Shingles Surfaced with Mineral Granules; Type 1 – Self Sealing ii. ASTM D3161 – Wind-Resistance of Asphalt Shingles; Class F iii. ASTM D3462 – Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules; minimum tear resistance of 1450 grams

- d. Must have a minimum weight of 215-245# per square
- e. Must be algae resistant
- Metric size with 5 5/8"-6" shingle exposure to the weather

Ridge Vent

- a. Vent must be 4'-0" sections, rigid, with built-in end-run closures.
- b. Allow for a minimum of 16 sq. inches per lineal foot of ventilating area.

- c. Provide matching color ridge vent shingles as manufacturer recommends.
 - d. Rolled type ridge vent will not be accepted.
 - e. Acceptable Ridge Vent Products include:
 - i. GAF: Cobra Ridge Vent 3 ii. Owens Corning: VentSure
 - iii. Or Approved Equal

Roofing Accessories, Fasteners and Adhesive

- a. Roof Penetration Flashings
 - i. Supply applicable roof penetration flashings compatible with roof system components.
- b. Underlayment Fasteners
 - Cap nails are required for fastening the synthetic membrane, this requirement must over ride manufacturer acceptance of fastening with staples or other type fasteners.
 - The manufacturer must approve of all system mechanical fasteners used to secure all roof system components.
- c. Shingle Fasteners
 - Smooth shank, hot-dip galvanized or cadmium plated roofing nails with 11 or 12 gauge shank and 3/8" head.
 - ii. 1 ¼" long for shingles in the field of the roof, 1½" long for ridge cap shingles.
- d. Flashing and Plastic Cement
 - i. Comply with ASTM D4586 Asbestos Free, Type I for horizontal application, Type II for vertical applications.

Sealant

d. ASTM C920, Type S, Grade NS, Class 25, Use NT, M, G, A or O; FS TT-S- 00230C, Type II, Class A; one-part polyurethane base, elastomeric joint sealing compound such as Sika Chemicals "Sikaflex 1a", Sonneborn-Contech "Sonoelastic NP1", Tremco "Vulkem 116" or "Dynomic" or approved equal.

8.	DELIVERY AND STORAGE	
	A. Have material delivered in such a way as to have enough material to allow work to proceed without delays	
	b. Coordinate with the owner for storage of materials so as not to create a nuisance or hazard.	
	 Store materials on clean, raised platforms, with breathable, weather protected coverings when stored outdoors or as manufacturer directs. 	
9.	SUBMITTALS	
	Product Data	
	 Submit product data for each specified product. Include manufacturer's technical data sheets and installation instructions. 	
	 Ice and Water Protection Membrane Synthetic Underlayment Architectural Asphalt Shingle Ridge Vent. 	
10.	SAMPLES	
10.	Submit brochures with manufacturer's full range of colors for asphalt shingles, ridge vent and sealant color selection.	
11.	QUALITY ASSURANCE	
	Roofing Contractor must be recognized by the manufacturer of the roof system as an "approved" or "authorized" Contractor applicator of their system and all associated products.	
	 Roofing Contractor must have been in business for a minimum of three (3) years and must be able to document the successful completion of a minimum of three (3) projects of similar size and/or scope of work. 	
	c. The city may review all references including work done previously with the City (city reference) and if not favorable references from the city may disqualify said contractor from award of this project.	
12.	WARRANTY	
	 a. Provide a five (5) year written warranty for all roofing and flashing required under the Contract, to be watertight and free from defects in materials and workmanship. 	
	 Provide manufacturer's standard forty (40) year pro- rated guarantee against material defects and wind damage. 	

- c. Manufacturer's non-prorate period protection warranty must include a minimum of ten (10) years non-prorated protection including cost of labor to remove and replace part or all of the shingle system affecting performance, including replacement of any or all manufacturer products and components included in the system warranty through the non-prorated and prorated duration of the warranty. A minimum of four (4) of the following manufacturer products may be required to achieve the specified manufacturer warranty; shingle, shingle starter course, hip and ridge cap shingle.
- d. The following information must be included on all guarantee and warranty documents: owner's name, city or township, street address where work was performed, building name, owner project name, all roof areas involved and total square footage of all roof areas, and dates of coverage.
- e. The Contractor is responsible for providing copies of the standard warranties and registering all materials and products with the manufacturer.

13. CONSTRUCTION

- Roof system construction must be in compliance with the NRCA (National Roofing Contractors Association) – Roofing and Waterproofing Manual.
- 2. Roofing installation must comply with fire restrictive rating as defined in the Wisconsin Administrative Code. Required rating on these roofs: U.L. Class A.
- 3. Once the work begins the work must be continuous until completed.
- 4. Contractor must propose a dumpster location (if needed) that does not interfere with the homeowner and neighboring residents/residence.
- 5. Contractor must drape the surrounding ground to catch all falling debris during demolition and installation. Drape must be cloth or canvas tarp that will not easily tear and extend a minimum of 10'-0" beyond the eaves or edge slide off and/or drop- off areas. The same ground cover protection must be provided under and/or around dump truck or dump box locations at or alongside the building.
- Existing system nail and/or staple fasteners must be removed during demolition, not hammered into the decking.
- 7. Take care to protect the existing aluminum gutters. Gutter must remain in place.
- 8. Existing materials designated to remain, which are damaged or defaced as a result of the work must be

- replaced at the Contractor's expense in like new condition.
- Notify the City program manager once the composite insulation nail deck is exposed. The City Representative will inspect the condition of the decking and mark out locations where decking requires replacement Rough Carpentry – Roofing (Allowance).
- 10. Supply and install new metal counter flashings and all required metal flashing for a complete system installation per. Sheet Metal Roofing. Provide additional mechanically fastening and properly seal existing gutter and downspout joints with specified sealant to provide watertight joints. New shingle and edge metal must have proper overhang to provide positive drainage into the existing gutter to avoid water and ice building behind the gutter.
- 11. Verify that wood blocking, curbs and nailers are securely anchored and that roof openings and penetrations are in place and set.
- 12. Install the self-adhering ice and water backup protection membrane in accordance with the manufacturer's instructions, directly to the deck substrate over the entire deck. Membrane must be cut, lapped and properly adhered to provide a void less and complete watertight closure.
- 13. Verify that the substrate is clean, dry and free from sharp projections and depressions and that all surfaces and site conditions are ready to receive new materials.
- 14. Install synthetic underlayment over the entire roof deck area over the ice and water backup protection membrane to prevent the shingle from adhering to the ice and water backup protection membrane.
- 15. Install manufacturer supplied starter course of shingles. Starter course must be installed 3/8" beyond eave and rake metal edge with self-sealing strip towards eave, fastened per manufacturer's instructions.
- 16. Apply shingles with manufacturer's required shingle exposure to the weather.
- 17. Install zinc or copper strips under ridge cap and at middle run of sloped roof with minimum 2" exposure.
- 18. Install shingles across and diagonally up the roof with each course offset in accordance with the manufacturer's written instructions. The straight-up or racking method of application is unacceptable.

- 19. Place nails in each shingle per manufacturer's instructions. Drive all nails straight and flush with shingle. Do not break shingle surface with nail head. Do not drive nails into cracks in the roof deck. Repair faulty nailing immediately.
- 20. Flash all roof penetrations as shingling progresses up the slope of the roof. Use appropriate flashings interlaced and stepped in with the shingles and adhered with the use of plastic cement as recommended and approved by the manufacturer.
- 21. Opening in decking at ridge must meet minimum requirements for a vented space. Ridge vent must be installed the full length of the ridge.
- 22. At completion of the shingle installation, sweep the entire roof surface to remove loose nails, shingles, granules, and other debris.
- 23. After removal of ground cover, Contractor must walk the area beyond and under the debris drop-off area to clean up all debris by use of a wheel-magnet or eyesight.

3.3 Working Hours

Work under this Contract must be completed during the hours of 7:30 am and 4:30 pm. Monday thru Friday unless other arrangements are approved by the city.

3.4 Temporary Power and Water

The Contractor may utilize power and water from the existing facilities available in the house The cost of energy and water obtained from existing facilities will be paid for by the City. In the event the Contractor's or Subcontractor's equipment requires more power or water flow than is available through the City's existing facilities, then the contract must be responsible to make the necessary arrangements with the local utilities to satisfy his/her needs. The cost for additional power and water beyond what is currently available at the site must be considered incidental and must be paid for by the Contractor. No additional compensation will be allowed.

3.5 Temporary Sanitary Facilities

Restrooms are available in the residence, which may be used by the Contractor. The Contractor must obtain the key from the City program manager and be responsible in maintaining the residence in a clean and sanitary condition.

3.6 Storage of Materials

The contract shall be responsible for the storage of materials if left on the site. Material storage location must not interrupt anyone in the home or neighbors.

3.7 Control of Materials

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

Hazardous Substances and Waste – Neither the Contractor nor any subcontractor shall provide products or equipment with contains asbestos or polychlorinated biphenyl (PCB) material.

Any material encountered in the selective demolition process that is classified as a hazardous waste by the State of Wisconsin Department of Natural Resources must be separated, contained and dispose of according to applicable provisions of the Wisconsin Administrative Code, included but not limited to Chapter NR181, and applicable Federal regulations.

3.8 Coordination With Contractors and The City Of Green Bay

When coordinating with the City of Green Bay, the contractual must give a three (3) working day notice to allow scheduling, unless otherwise stated. Coordination with the City of Green Bay must be considered incidental to the contract.

3.9 Permits

The Contractor is responsible for obtaining the City's Building permit from the city Inspection Department. The contactor must comply with all permit provisions and required coordination with the City Inspection Department.

3.10 Final Inspection

When the Contractor considers the entire work completed, the contract must notify the city, that the work is completed and request the City official to conduct an inspection of the work. Within a reasonable time thereafter the contractor and City official must make an inspection of the work to determine the status of completion. If the City official does not consider the work complete, they will notify the Contract of reasons thereof. At this time any defects or imperfections that appear in the whole or an part of the work which are cause by or due to any fault or negligence of the Contractor, the same must be corrected before the work will be accepted. Upon completion of the work, work to repair the defects and imperfections by the Contractor, the contractor must notify the city that the work has been completed. If, upon inspection the work is found to be satisfactory by the city official the official will approve the work.

4 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF BID

Form A- Signature Affidavit

Form B- Receipt of Forms and Submittal Checklist

Form C- Vendor Profile

Form D- Bid Offer Form

Form E- References

Completed pages 9-15

Statement of Qualifications - SOQ



Form A: Signature Affidavit

RFB #: 2022-55

This form must be returned with your response.

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

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

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

COMPANY NAME		
SIGNATURE	DATE	
PRINT NAME OF PERSON SIGNING		



Form B: Receipt of Forms and Submittal Checklist

RFB #: 2022-55

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
Scope of Work		
Instructions to Bidders		
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Bid Offer Form		
Form E: References		
Statement of Qualifications (SOQ)		
Completed pages 9-15		
Appendix A: Standard Terms & Conditions		
Addendum #		

COMPANY NAME



Form C: Vendor Profile

RFB #: 2022-55

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 awar	d)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE			
TELEPHONE NUMBER	FAX NUMBER			
EMAIL				
ADDRESS	CITY	STATE	ZIP	

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.				
CONTACT NAME	TITLE			
TELEPHONE NUMBER	FAX NUMBER			
EMAIL				
ADDRESS	CITY	STATE	ZIP	



Form D: Pricing Form

RFB #: 2022-55

This form must be returned with your response.

The undersigned Bidder, having carefully examined in detail all contract documents, drawings and specifications for the above listed and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work stipulated in, required by, and in accordance with the proposed contract documents referred to therein (as altered, amended or modified by addenda) and for and in consideration of the following prices.

Item	DESCRIPTION	Total Cost
No.	Lump sum for the Base bid	\$
	TOTAL BASE BID:	\$
	Price for each 4x8 foot area of decking must include resheeting.	
	State Manufacture and stock # of Ice and Water Protection Membrane bid:	
	State Manufacture and stock # of Synthetic Underlayment product bid:	
	State Shingle Manufacturer and stock # of shingle product submitted in bid:	
		1

Bidder proposes to employ the following Subcontractors for the stated categories of work within the contract: (List Company Name and Category of work):					



COMPANY NAME

ADDRESS

REFERENCE #1 – CLIENT INFORMATION

Form E: References

RFB #: 2022-55

This form must be returned with your response.

ZIP

STATE

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	<u> </u>	•
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL C	OST
DESCRIPTION OF THE PERFORMED WORK			
REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL	-		
CONTRACT PERIOD	YEAR COMPLETED	TOTAL C	OST
DESCRIPTION OF THE PERFORMED WORK		I	

CONTACT NAME

CITY

Standard Terms and Conditions, Appendix A



City of Green Bay Standard Terms and Conditions

(STC-Form: 3/5/2020)

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.

<u>Purchase Order</u>. 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.

<u>Bid Selection</u>. 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.

<u>Addenda</u>. 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.

<u>Price Proposal</u>. 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.

<u>Price Inclusion</u>. 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.

<u>Pricing and Discount</u>. 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.

<u>F.O.B.</u> 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.

<u>Award</u>. 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.

<u>Warranty</u>. 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.

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

<u>Item Return Policy</u>. 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.

<u>Tax Exemption</u>. 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.

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

<u>Contractor Status.</u> 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.

<u>Open Records</u>. 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.

Must be on file 5 days prior to quote due date



CITY OF GREEN BAY STATEMENT OF QUALIFICATIONS

Place an "x" on line for each type of service(s) you are applying for. Include references for those specific services on Page 4.

ASBESTOS REMOVAL	
DEMOLITION	
LEAD ABATEMENT	
SMALL CONSTRUCTION	
or	
OTHER	
List type of business & project quotin	g on

STATEMENT OF QUALIFICATIONS – APPLICATION SHALL BE SUBMITTED AND RECEIVED BY PURCHASING DEPT NO LATER THAN FIVE DAYS BEFORE THE DATE QUOTATIONS ARE DUE

THIS STATEMENT OF QUALIFICATIONS
SHALL ONLY BE VALID FOR A PERIOD OF ONE (1) YEAR
AFTER THE DATE OF FILING

Vendor is responsible to update annually

THE CONTENTS OF THIS QUESTIONNAIRE SHALL BE CONFIDENTIAL FOR THE EXCLUSIVE USE OF THE CONTRACTING AGENCY AND SHALL NOT BE MADE PUBLIC EXCEPT BY WRITTEN PERMISSION OF THE PROSPECTIVE BIDDER.

(DO NOT REMOVE THIS COVER SHEET FROM DOCUMENT)

PREQUALIFICATION STATEMENT

There is submitted herewith for your consideration, a statement of qualifications of the undersigned to furnish the necessary labor, materials, and skills required to enter upon and complete contracts to be let by the City of Green Bay through the Purchasing Department.

IDENTIFICATION

Α.	Official Firm Name						
В.	Telephone	Fax		E-mail			
C.	Address						
		(Street)		(PO Box)			
	(City)	(S	tate)	(Zip Code)			
D.	Number of years in busi	ness under pre	esent firm na	me			
E.	Please check (1), (2), or	(3):					
	(1) A Corporation (2) A Co-Partnership (3) An Individual						
	Federal Tax Identification No.						
F.	Principal Individuals:						
	(If a Corporation, answe	r below)	(If a Co-Pa	artnership, answer below)			
	President		_ Name of F	Partner			
	Vice Pres		Name of Partner				
	Secretary			(If a Sole Trader, answer below)			
Treasurer		Name of So		Sole Trader			
G.	If a Corporation, answer	below:					
	(1) When incorporate	ed	, (2) In	what State			

EXPERIENCE

A.	What is the construction experience of the principal individuals, including superintendents and/or foremen,
	of your present organization?

Individual's Name	Present Position of Officer in your Organization	Years of Construction Experience	Magnitude and Type of Work	In What Capacity		
Average number of employees during the last 12 months:						

Average number of employees during the last 12 months.							
Office	_ Skilled	_ Unskilled					

B. CONSTRUCTION EXPERIENCE

List below the five most recent jobs performed by you for which pre-qualification is desired. Under "Capacity" state whether as Contractor, Engineer, Superintendent, Foreman, etc.

YEAR TYPE OF WORK		CAPACITY	COST OF WORK		

EQUIPMENT

A. <u>List below major pieces of equipment owned</u> and available when needed for proposed work. <u>ALL COLUMNS MUST BE COMPLETED</u>. <u>ATTACH ADDITIONAL SHEETS IF NECESSARY</u>. <u>MUST CONTAIN SAME INFORMATION LISTED ON THIS PAGE</u>.

NUMBERS OF ITEM	DESCRIPTION SIZE, CAPACITY, ETC.	ORIGINAL COST	ACCUMULATED DEPRECIATION	PRESENT BOOK VALUE	YEARS OF SERVICE

CONTRACTUAL RESPONSIBILITY

A.	Has firm ever failed in the past ten years to complete on time work awarded to it?					
	•	Owner				
	Owner's Mailing Address					
	(At that time, or nowpreferably now, if	there is a difference.)				
	Full particulars in each instance:					
В.	contract?	r failed in the past ten years to complete on time a construction				
	If so, state:					
	Date	Name of Officer				
		or Partner				
	Owner					
	(At that time, or nowpreferably now, if	there is a difference)				
	Full particulars in each instance:					
C.	List at least three references for w	ho you have performed similar work and GIVE COMPLETE				
		PHONE NUMBERS, AND DOLLAR VOLUME OF WORK				
	INVOLVED in all references.					

AFFIDAVIT

STATE OF)							
COUNTY OF)							
		being	dulv	sworn.	deposes	and	savs	that
he/she (Name of Officer/Owner)			G. G ,	,	ооросс		00.70	
is the(Title)	of							
(Title)			(Nam	ne of Firn	n)			
and that the answers to the fore correct, and that any owner, bor to supply the municipality, City of statement.	nding company	, or other ag	ency,	herein n	amed is h	ereby	autho	rized
Subscribed and sworn before me		Officer/Owne	•		. 2			
	Notary Public	;						
	County		,	State				
	My Commiss	ion Expires_						
APPROVED BY:								
				Date				
Director of Public Works								