

CITY OF GREEN BAY

REQUEST FOR BIDS



RFB #: 2023-15

Title: Bed Bug Detection Services GBHA

City Agency: GBHA Properties, Inc.

Due Date: April 27, 2023
2:00 PM (CST)

CC: 91000, 48500, 98800

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1 NOTICE TO BIDDERS

1.1 Summary

The City of Green Bay ("City") **Error! Reference source not found.** is soliciting Bids from qualified vendors for **Error! Reference source not found.** Vendors submitting Bids ("Bidders") are required to read this Request for Bids ("RFB") in its entirety and follow the instructions contained herein.

1.2 Important Dates

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

RFB Issue Date: 04/06/2023
Pre-Bid/Site Inspection Date: 04/13/2023
Questions Due Date: 04/20/2023
Addendum Posted Date: 04/21/2023
Due Date: April 27, 2023 – 2:00 PM (CST)

1.3 Format

The City will not consider illegible Bids.

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

Complete and return forms as noted under 'Section 3: Required Information and Content for Submittal of Bids' with your bid submittal.

1.4 Labeling

All Bids must be clearly labeled: Bidder's Name and Address
RFB #: 2023-15
Title: Bed Bug Detection Services GBHA

All email correspondence must include RFB #2023-15 in the subject line.

1.5 Delivery of Bids

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

Delivery of electronic copies to: via eBidding platform on DemandStar (see Section 1.11)
or on a commonly used media with the hard copies.
Emailed or faxed bids will not be considered.

Bids must be delivered as instructed on or before the due date noted above between the hours of 8:00 a.m. and 4:30 p.m., Monday – Friday. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFB name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

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.

1.6 Appendix A: Standard Terms & Conditions

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

1.7 Multiple Bids

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

1.8 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

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.

1.9 Inquiries, Clarifications, and Exceptions

Bidders are to raise any questions they have about the RFB document without delay. Direct all questions, ***in writing***, to the Purchasing Department Buyer (see Section 1.8).

Bidders finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda (see Section 1.10). 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.

1.10 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 1.10 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.

1.11 Bid Distribution Networks

The City of Green Bay posts all Request for Bids, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Bidders responsibility to regularly monitor the bid distribution network for any such postings. Bidders failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Bidders.

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

DemandStar: National bid network – Free subscription is available to access Bids from the City of Green Bay and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Home Page: www.demandstar.com

1.12 Oral Presentations/Site Visits/Meetings

Bidders may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFB process. Such presentations, meetings or site visits will be at the Bidders expense.

1.13 Acceptance/Rejection of Bids

The City reserves the right to accept or reject any or all Bids submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Bidder responding to this request. The City expressly reserves the right to reject any and all Bids responding to this invitation without indicating any reasons for such rejection(s). Any bids submitted without all required forms as indicated shall be rejected.

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

1.14 Withdrawal or Revision of Bids

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

1.15 Subcontracting or Third-Party Payments

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

1.16 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features, however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their quote, an itemized comparison with this specification,

documenting equivalence for quality, performance, etc. Failure to identify exceptions or deviations in this manner may be a basis to declare the quote as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFQ prevents you from offering a quote, consideration will be given to a Vendor's request for change.

1.17 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.

1.18 Public Records

Bidders are hereby notified that all information submitted in response to this RFB may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

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

S. 19.36(5)

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

s. 134.90(1)(c)

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

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

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

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Bids from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Bids will be available for review in accordance with such laws.

1.19 Contract Quantities

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

1.20 Usage Reports

Annually, the successful Bidders shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by

item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.21 Partial Award

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

1.22 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.

1.23 Cooperative Purchasing

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

1.24 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.

1.25 Wisconsin Statutes

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

- A. Section 62.15 regarding public works construction.
- B. Section 779.15 regarding lien on contractors.
- C. Section 66.0903 regarding municipal wage scale.
- D. Section 66.0901(2) regarding proof of responsibility.

1.26 Bidders Responsibility

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

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Background

Completely & satisfactorily provide quarterly detection for bed bugs (June, September, December and March) at Mason Manor, 1424 Admiral Ct., Green Bay, WI 54303 (each floor's lobby & corridors and other rooms as specified below). Inspections shall be completed with the use of certified, licensed technicians/canine specialists (handlers) and canines (dogs).

NOTE: This contract is for DETECTION ONLY – Treatment Provided by Others.

2.2 Recommended Pre-Bid Conference/Site Visit

Before submitting a bid for this work, the bidder shall examine the project areas and familiarize himself/herself with the location specifications to determine for him/her the difficulties that may be encountered in the pursuit of the work. You must make arrangements to do a site visit with the GBHA Properties I, Inc personnel by emailing purchasingag@greenbaywi.gov.

A site inspection is not mandatory to submit a bid.

If a site visit is desirable this will be done on Thursday April 13, 2023, at 11:00 a.m. (CST). Location will be Mason Manor 1424 Admiral Court Green Bay, WI 54303

Such meetings or site visits will be at the Bidders expense.

2.3 Operational Requirements

Inspections will be a full building inspection. There are eight (8) floors at Mason Manor:

- A. Floor 1 has 10 units (plus additional common area space not found elsewhere)
- B. Floor 2 has 18 units (plus additional common area space),
- C. Floor 3 – 8 each have 21 units (with 3rd floor having less common area space due to no lobby).

Contract *will be assessed annually to determine the number of floors required* in the future to be inspected per quarter per year.

Contractor shall provide complete inspections of bed bugs by one (1) certified, licensed technician/canine specialist (handler) and one (1) canine (dog) on a quarterly schedule.

Dogs MUST be **NESDCA** certified (National Entomology Scent Detection Canine Association).

Contractor shall provide services to include, but not limited to, inspections of each floors' units PLUS public areas (lobby/common areas, hallways, storage areas), bedding, mattresses, carpet, edges, baseboards, electrical outlets, crevices, curtains, furniture, etc.

Canine specialists to provide recommendations of treatment & mediate issues.

Canine specialists to always identify infested areas/household items.

Canine specialists to always verify evidence of infestation with staff during all inspections.

Canine specialists to go back and conduct visual human inspections within units where the dogs possibly detected an issue but did not confirm that there is an infestation.

Contractor/Pest control agency to schedule all appointments during regular business hours: Mondays – Fridays 8:00 a.m. - 3:00 p.m.

Contractor/Pest control agency to provide staff with a pre-inspection checklist to prepare units before inspection.

Contractor/Pest control agency to provide City staff with updated bed bug information: flyers, brochures, informational packets, etc.

Contractor/Pest control agency to provide informational presentations – Two (2) presentations a year (1 every 6 months).

Contractor shall work between the hours of 8:00am to 3:00pm Mondays-Fridays.

Contractor shall maintain a citing log of each floor of Mason Manor. Findings shall be documented in a report form at each quarterly inspection.

Contractor to provide pricing (cost break out) of inspection of each floor. See Pricing Page below.

2.4 Quality of Services

Service level shall meet certification levels and customer requirements.

2.5 Vendor Requirements

Bidder must supply references of three firms to which similar products / service 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.

2.6 Insurance Requirements

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

2.7 Delivery

Awarded Vendor is required to meet scheduling requirements for service. Scheduling will be done months in advance and the Vendors ability to meet these dates and times is a responsibility of the award. Service will be completed at the City of Green Bays Housing Authority Site.

2.8 Warranty

Vendor will warrant their work as merchantable and within industry standards for services of this type. The warranty will be in effect after completion of each phase.

2.9 Term of Contract

The initial term of the contract shall be for three (3) years commencing June 1, 2023 – May 31, 2026. Upon mutual agreement, the City and Vendor may renew this contract for two (2) additional one-year time periods. A minimum of thirty (30) days' notice must be given to renew the contract for additional increments. The City reserves the right to cancel any resulting agreement at any time with 30 days notice.

2.10 Wage Rates & HUD Forms

The General Contractor shall be responsible for payment and compliance of Federal Wage Rates for all classifications utilized in this contract, performed by the general contractor and all sub-contractors. The wage rates are subject to change. Attached is a courtesy copy of the current wage rates. Included in this RFB by reference is HUD Form - 2554 Supplementary Conditions to the Contract for Construction -

Housing Programs, Davis Bacon Wage Rates and HUD Form - 5370 General Conditions for Small Construction/Development Contracts. <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370.pdf>
Copies of the referenced documents are available for review at the City of Green Bay, Purchasing Office, Room 101, or the Green Bay Housing Authority Office, Room 608, 100 N. Jefferson Street, Green Bay, WI 54301. Questions concerning Wage Rate Administration should be posed to Jayme at (920) 492-3733. Report forms and report directions will be provided to the successful bidder at the pre-construction meeting by the GBHA.

2.11 Section 3

Section 3 of the Housing and Urban Development Act of 1968 requires that economic opportunities generated by certain HUD financial assistance for housing programs (including Public and Indian Housing) shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons. All contractors (or subcontractors) of the GBHA, regardless of dollar amount or type of contract, are subject to the requirements of Section 3. If the contractor/subcontractor has the need to hire new persons to work on Section 3 covered contract or needs to subcontract portions of the work to another business, they are required, to the greatest extent feasible, to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The goal of all contractors and subcontractors is 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts. In addition, the contractor/subcontractor must notify the GBHA about their efforts to comply with Section 3 and submit any required documentation. Included by reference is HUD-1476-FHEO Rev 2, a brochure explaining Section 3, which can be found at <http://greenbaywi.gov/csa/housing/green-bay-housing-authority/>.

If you qualify as a Section 3 business, please register your business at www.hud.gov/Sec3Biz.

Contractors registered as a Section 3 Business will be given a preference for contracting opportunities as follows:

Where the Section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

2.12 Miscellaneous Conditions

Working hours: The Contractor shall perform his work during the hours from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Owner shall approve any work performed outside of these hours.

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

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

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

Scheduling and Coordination: This project will require close cooperation and coordination between the City and Contractor and all Subcontractors. The Contractor shall consider such coordination in his work. The Contractor shall be responsible for scheduling the work with Subcontractors and the City. To minimize interference with the Owner's activities, the Contractor shall access the roof from the outside of the building only.

Protection and Restoration of Property: The Contractor shall use every precaution to prevent damage or destruction of property within or outside of the project area. The Contractor shall be responsible for the damage or destruction of property resulting from neglect, misconduct, or omission in his/her manner or method of execution or non-execution of the work.

Prior to performing any work, the Contractor and Owner shall inspect any existing areas of concern. In addition, before performing any Contract work, the Contractor shall review with the Engineer his proposed means of protection.

Safety, Health, and Sanitation: SAFETY, HEALTH AND SANITATION OF SECTION 106. Legal requirements & Public Responsibility of the City of Green Bay Standard Specifications and Construction Standards For Public Works Construction, **Current Year Edition**, shall be modified as follows: The Contractor shall comply with all Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall also provide all safeguards, safety devices, and protective equipment and take any other needed actions reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

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

3 INSTRUCTIONS TO BIDDERS

3.1 Proof Of Responsibility

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

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

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

3.2 Examination Of Contract Documents And Site

Before submitting a bid, each bidder shall:

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

(NOTE: Bidder shall obtain property owner's permission, as necessary, prior to commencement of any such activity).

3.3 Permits And Licenses

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

3.4 Substance Abuse Prevention Affidavit

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

3.5 Subcontractors

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

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

3.6 Time Of Completion

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

3.7 Requirements For Signing Bids

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.

3.8 Withdrawal Of Bids

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

3.9 Opening Of Bids

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

3.10 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.

3.11 Bids To Remain Open

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

3.12 When Award Effectual

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

3.13 Indicate The Sub-Contractors

The bidder shall list all subcontractors whom the bidder plans to use to perform part of the work set forth in this Contract. (List Company Name and Contact Information):

3.14 Section 9.16 Of The City Of Green Bay Code Of Ordinances

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

4 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF BIDS

- A. Form A- Signature Affidavit
- B. Form B- Receipt Forms and Submittal Checklist
- C. Form C- Contractor Profile Information
- D. Form D- Cost Proposal
- E. Form E- References
- F. Terms and Conditions
- G. Proof of Insurance



Form A: Signature Affidavit

RFB #: Error! Reference source not found.

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.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFB #: Error! Reference source not found.

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	N/A	
Instructions to Bidders	N/A	
Form A: Signature Affidavit		N/A
Form B: Receipt of Forms and Submittal Checklist		N/A
Form C: Vendor Profile		N/A
Form D: Bid Offer Form		N/A
Form E: References		N/A
Statement of Qualifications – SOQ (if necessary)		N/A
Affidavit of Compliance		N/A
Bid Bond		N/A
Disclosure of Ownership		N/A
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Proof of Insurance	N/A	
Amendment A – if Needed	N/A	
	N/A	
	N/A	

COMPANY NAME



Form C: Vendor Profile

RFB #: Error! Reference source not found.

This form must be returned with your response.

COMPANY INFORMATION

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

ORDERS/BILLING CONTACT

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

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



Form D: Bid Offer Form

RFB #: Error! Reference source not found.

This form must be returned with your response.

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

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

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

LUMP SUM COST PER FLOOR PER QUARTER FOR FIRST ONE-YEAR OF CONTRACT		
Item No.	DESCRIPTION OF ITEMS	UNIT COST (USD) Per Visit
1	1ST FLOOR	\$
2	2ND FLOOR	\$
3	3RD FLOOR	\$
4	4TH FLOOR	\$
5	5TH FLOOR	\$
6	6TH FLOOR	\$
7	7TH FLOOR	\$
8	8TH FLOOR	\$
	TOTAL:	X 4 = Annual
	TOTAL ANNUAL COST	

COMPANY NAME



Form E: References

Vendor may be asked to provide a Statement of Qualifications in addition to Reference Check per City of Green Bay's Housing Authority. Vendor will be notified if this will be required.

RFB #: Error! Reference source not found.

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 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.

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

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

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

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

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

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

- b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
7. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
8. Award.
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
9. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

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

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

10. Cancellation/Termination.
 - a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
 - b. The City may terminate this Contract for any reason, including convenience upon prior written notification to Bidder. Termination for convenience by City will entitle Bidder to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
 - c. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
 - d. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.
11. Specifications.
 - a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
 - b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.
12. Regulatory Compliance.
 - a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational

- Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.
13. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for one (1) year from the date of receipt. If bidder or manufacturer offers warranty that exceeds one year, such warranty shall prevail.
14. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.
15. Nonexclusive Contract. Unless otherwise stated, the City reserves the right to purchase work or materials outside of this Contract.
16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to thirty (30) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.
17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.
- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.
18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.
19. Tax Exemption. The City of Green Bay is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 47920.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.
20. Nondiscrimination. During the term of this Contract, the contractor, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
21. Prevailing Wage. Where applicable under federal law, the contractor warrants that prevailing wages will be paid to all trades and occupations.
22. Indemnification. Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to

indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

- a. Contractor shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - b. In the event that contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.
 - c. This indemnity provision shall survive the termination or expiration of this Agreement.
23. Choice of Law and Compliance. This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.
- a. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
 - b. Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.
24. Independent Capacity/Status of Contractor/Tax Filing. The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.
- Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment.** The contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the contractor. The contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.
25. Open Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.
26. Confidentiality. Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see Open Records) (ii) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Contract or under any federal or state law.

27. Insurance Requirements. Information in Appendix B
28. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this Contract shall be repaired to the City's satisfaction at the contractor's expense.
29. Warranty of Materials and Workmanship.
- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The contractor further warrants that all workmanship shall be first class and in accordance with the Contract and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.
 - c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
30. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.
31. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this Contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.
32. Ownership of Contract Product. All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

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

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

33. Force Majeure. Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
34. Software & Technology Purchases.
- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Attorney or I.T. Director through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
35. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or contractor shall operate as a waiver thereof, no shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express

waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as waiver of subsequent breach of the same covenant, term or condition.

36. Assignability/Subcontracting. Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by contractor and employees of contractor.
37. Amendment. This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.
38. Severability. It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.
39. Authority. Contractor represents that it has the authority to enter into this Contract. If the contractor is not an individual, the person signing on behalf of the contractor represents and warrants that he or she has been duly authorized to bind the contractor and sign this Contract on the contractor's behalf.
40. Counterparts, Electronic Delivery. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.



Appendix B City of Green Bay Proof of Insurance

INSURANCE

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

Commercial General Liability

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

Automobile Liability

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

Worker's Compensation

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

Professional Liability

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

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

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