

CITY OF GREEN BAY

REQUEST FOR PROPOSAL



RFP #: 2021-08

Title: WINDOW WASHING & MAINTENANCE

City Agency: GREEN BAY HOUSING AUTHORITY

Due Date: Wednesday, March 3, 2021
2:00 PM CT

CC: 91000

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Green Bay, Green Bay Housing Authority (“City”) is soliciting Proposals from qualified vendors for Window Washing & Maintenance. Vendors submitting Proposals (“Proposers”) are required to read this Request for Proposal (“RFP”) in its entirety and follow the instructions contained herein.

1.2 Important Dates

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

RFP Issue Date: February 17, 2021
Pre-Proposal Meeting Date: February 25, 2021
Questions Due Date: February 25, 2021
Addendum Posted Date: February 25, 2021
Due Date: March 3, 2021 2:00 PM CT

Sealed RFP Opening - Only the names of proposers will be read at the opening.

1.3 Format

The City will not consider illegible Proposals.

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

Please include One (1) original and three (3) copies of your proposal. Please also include an electronic version of your proposal on USB flash drive or CD.

Complete and return Forms A through F to City of Green Bay Purchasing Department by 3/3/2021 with your proposal 2:00 PM CT.

1.4 Labeling

All Proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 2021-08
Title: Window Washing & Maintenance
Due: Wednesday, March 3,2021, 2:00 PM CT

All email correspondence must include RFP #2021-08 in the subject line.

1.5 Delivery of Proposals

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

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: **Proposals dropped off at City Hall will not be accepted.** Only mailed in responses will be accepted. When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP name and number. This ensures that the proposal can be delivered to the correct purchasing agent without having to open the proposal.

1.6 Appendix A: Standard Terms & Conditions

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

1.7 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a Proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.8 Multiple Proposals

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

1.9 City of Green Bay Contact Information

The City of Green Bay Purchasing Department administers the procurement function:	Diane Kruse, CPM, C.P.I.M. Purchasing Department 100 North Jefferson St. Room 101 Green Bay, WI 54301 PH: (920) 448-3051 FAX: (920) 448-3050 purchasingag@greenbaywi.gov
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Contacting City staff outside of the Purchasing Department regarding this RFP without written consent from the Purchasing Department may result in your proposal being rejected.

1.10 Inquiries, Clarifications, and Exceptions

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

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

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

1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.12 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any

addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.12 Bid Distribution Networks

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

State of Wisconsin
VendorNet System:

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

DemandStar:

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

- 1) Register at: www.demandstar.com/registration
- 2) Enter your E-mail and Company Name
- 3) Choose your Free Agency (Type “WAPP” in the search box).
- 4) Check out with your FREE AGENCY registration by clicking “Skip for now” on the page where it gives you options to add additional Counties and States.

Home Page: www.demandstar.com

Home Page: www.greenbaywi.gov business/open solicitations

1.13 Opening of Proposals

PROPOSAL OPENING: Proposals will be opened on the proposal due date, see first page of document. The time for sealed bid openings is **2:00 pm** for Proposals issued from the Purchasing Department. Only the names of the Proposers will be announced. **Due to Social Distancing, all openings will be done virtually.**

City Of Green Bay is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting on Wednesday, March 3, 2021 at 2pm CT.

Topic: Calvin Winters' Personal Meeting Room

To join the Zoom meeting, click on the link below or dial by your locations.

<https://zoom.us/j/7528060116?pwd=dm5vZXFzZVRBcHIGY1E4Ymc5UTh6UT09>

Meeting ID: 752 806 0116

Password: 4KLQVK

Dial by your location

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)
+1 301 715 8592 US
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US

Find your local number: <https://zoom.us/j/8888888888>

1.14 Oral Presentations/Site Visits/Meetings

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

1.15 Acceptance/Rejection of Proposals

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

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.

1.16 Withdrawal or Revision of Proposals

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

1.17 Subcontracting or Third Party Payments

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

1.18 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features, however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their quote, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. Failure to identify exceptions or deviations in this manner may be a basis to declare the quote as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFP prevents you from offering a quote, consideration will be given to a Vendor's request for change.

1.19 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.

1.20 Public Records

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

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

S. 19.36(5)

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

s. 134.90(1)(c)

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

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

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

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

1.21 Contract Quantities

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

1.22 Usage Reports

Annually, the successful Proposers shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.23 Proposal Evaluation

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

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

1.24 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The Proposals will be analyzed to first make sure they meet all mandatory requirements. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received. As interviews/presentations may not be conducted, it is in the Proposers best interest to submit a complete, concise and comprehensive Proposal. The submitted Proposal may be the only information the Evaluation team may review for scoring and award.

Proposals will be scored using the following criteria:

Description	Points
Organizational Capabilities- describe your previous experience in this type of service including number of years providing window washing service, location of facilities, your resources, equipment, staff and anything else you believe could be advantageous to your organization supplying this service.	30
Staff Qualifications – List of employees, would you be able to supply a designated team for this service?	20
Experience with working with public, residential/commercial relative to providing window washing & maintenance services similar to the ones described herein?	20
Ability to take on more work - Given your current work load other obligations how would you intend to staff for the additional work that you would have if you were awarded this contract?	15
Price	10
State if you are a Section 3, MBE, WBE, or DBE owned business.	5
TOTAL	100

Besides the above criteria the following factors may be considered in the evaluation and scoring of submitted proposals:

1. Financial ability to provide the services required or to complete the contract;
2. Skill, judgment, experience and resources to complete the contract;
3. Necessary facilities, staff, personnel and equipment to complete the contract;
4. Demonstrated ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner;
5. Demonstrated ability to comply in situations where the award is contingent on special consideration subject to the nature of the services or contract required; and
6. Any other factor determined to be relevant in assessing the bidder's ability to supply as required.

1.25 Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer after the original evaluation process is complete. Alternatively, the highest proposer or proposers may be requested to submit best and final offers. If the City requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer following that process. However, a proposer should not expect that the City will request a best and final offer.

After an award is made, a proposal tabulation summary will be available through DemandStar. Proposal results will not be given over the telephone. Award will be based on overall best value to the City and not based solely on lowest price.

1.26 Partial Award

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

1.27 Negotiate Contract Terms

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

1.28 Cost Proposal

Purchasing will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

$$\frac{\text{Lowest Cost Proposed Constant}}{\text{Other Proposed Cost}} \times \text{Maximum Points Assigned to Cost} = \text{Score}$$

Cost Proposals shall be in a separate sealed envelope and submitted within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of the proposer.

1.29 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 ES 047920.

1.30 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 Calvin Winters, 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.

1.31 Proposers Responsibility

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

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Background

The Green Bay Housing Authority was established in 1968. The Green Bay Housing Authority offers housing assistance to provide quality affordable housing to meet the needs of low and moderate income households, either elderly or persons with disability throughout the City of Green Bay. This housing includes the Mason Manor Apartments, an eight (8) story high rise consisting of one hundred fifty-four (154) units as well as public areas. Cleanliness of the Green Bay Housing Authority's rental apartments is vital to the City of Green Bay and its tenants. It is essential to portray the rental units in a clean and tidy fashion.

2.2 General Information

The City is now accepting proposals from qualified companies for window washing and maintenance services at Mason Manor Community. Services are required annually in the spring. Window Washing and Maintenance Services shall include but are not limited to furnish all labor, equipment, materials and expertise as required to perform Window Washing and Maintenance Services at the quality level stated in the attached proposal. Services are to begin spring of 2021 and continue through spring of 2023. The City of Green Bay reserves the right to extend this contract for an additional two (2) one (1) year contract. The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for this project.

2.3 Mandatory Pre-Proposal Site Visit

The City will hold a MANDATORY site inspection/pre-quotation meeting. All CDC social distancing regulations will be strictly followed. Each Vendor wishing to submit a quote must attend the mandatory site inspection at 9:00 AM on Thursday, February 25, 2021 at Mason Manor Apartments, 1424 Admiral Ct, Green Bay, WI. 54303. Vendors shall park in the VISITOR LOT (located on the north side of the property off of West Mason onto Locust Street then left into Mason Manor property.) Enter at the front of the building. Once inside the building breezeway, there will be a city representative to greet vendor and bring you to the office. At this time, the Green Bay Housing Authority (GBHA) staff will be available. At this MANDATORY site inspection, Vendor must sign the attendance sheet to show they were in attendance for the entire time. Vendors shall be responsible for all items identified in the specifications as well as additional items that may be identified and/or explained at the on-site inspection(s). Before submitting a quote for this work, the Contractor shall examine the project area and familiarize himself/herself with the location and specifications, to determine for him/her the difficulties that will be encountered in the pursuit of the work. Vendors who do not attend the site inspections are not eligible to submit a quote.

Reasonable Accommodations: The City will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division contact listed in this proposal.

2.4 Scope of Services/Minimum Requirements

- **FORMAT:** Vendor shall complete every space in the 'Vendors Column' with a (√) to indicate compliance with specification or (Exception) to indicate any deviation from specification. Any items appearing in the manufacturer's specifications furnished by the vendor are assumed to be included in this proposal. Note any exceptions to standard manufacturer's specifications. Vendor shall complete every question in the space below the question.
- **COMPLETE REQUIREMENTS:** While every effort has been made to ensure the accuracy and completeness of the information in this RFP, the City recognizes the information is not exhaustive of every detail and all work and materials may not be expressly mentioned in the requirements of this RFP. Therefore, it is the Vendor's responsibility to include in their proposal all requirements necessary for the full and faithful performance of the requested goods/services in accordance with the objectives of the City. The service offered shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing, etc.

No.	DESCRIPTION	VENDOR'S COLUMN "√" COMPLY OR "EXCEPTION"
1.	<p>It is important to the Green Bay Housing Authority that each Spring prior to the installation of air conditioning units there is a through window washing and maintenance completed on all Mason Manor windows. To accomplish this, the City of Green Bay desires the most acceptable service available to maintain the overall cleanliness of the windows at Mason Manor. The GBHA prefers the awarded vendor to have a <i>designated team</i> for the window cleaning responsibilities of these units. This request is so the window cleaning team is familiar with the window cleaning procedure and the residents of Mason Manor recognizes staff and are comfortable with them.</p>	
2.	<p>SCOPE: The City of Green Bay, Wisconsin (City) is seeking proposals from qualified Vendors for window washing and maintenance at Mason Manor. Service will be provided annually in the Spring, prior to the installation of air conditioning units. Mason Manor consists of 154 apartment units as well as public areas. Tenants consist of mostly elderly and persons with disabilities. The Vendor must coordinate the scheduling of services with the Property Manager or his/her designee. This is due to the fact that most units will be occupied and tenants must be given a minimum of 24 hours' notice prior to work being performed. The length of this contract shall be for three (3) years, Spring 2021 thru 2023 with the option to renew for two (2) additional one (1) year terms upon mutual agreement by both parties.</p>	
3.	<p><u>The following specifications outline the minimum requirements of the proposed service.</u> They are provided to assist vendors in understanding the objectives of the City and in submitting a thorough response.</p>	
4.	<p><u>CDC GUIDELINES:</u> Contractor will be responsible to ensure all employees follow the current State, Federal and CDC guidelines while they perform this service at Mason Manor Apartments. Submit your list/ procedures for following these Guidelines for all employees. If guidelines change Vendor shall submit an updated list. Vendor will be responsible for all supplies to follow CDC Guidelines, e.g. masks, gloves, sanitizing soaps/lotions etc. If at any time during the Contract these guidelines are not followed by contractor's employees, it could be grounds for termination of the Contract.</p>	
5.	<p>WINDOW WASHING & MAINTENANCE:</p> <ul style="list-style-type: none"> a. Vendor shall thoroughly wash and dry all interior and exterior window surfaces, including frames and sills. b. All windows, except certain windows in the public areas on the first and second floors, may be tilted inward to allow washing of the exterior from the inside. c. Vendor shall brush and clean all screens. <p>Vendor shall clean, wipe, and lubricate all window tracks and shoes (Housing Authority will provide silicone lubricant).</p>	

6.	<p>WORK TO BE PERFORMED AND SUPPLIES:</p> <ul style="list-style-type: none"> a. Work shall be performed between the hours of 8:00 AM and 4:00 PM. b. Vendor to perform all required duties, functions and other work required to assure windows are thoroughly cleaned in accordance with these specifications. The Vendor is to provide experienced, capable personnel to work and to direct the work and to provide materials, tools and appliances that may be necessary or appropriate for the performance of the work. The Vendor will be responsible for all related management, supervisory and administrative services. Supplies, e.g. cleaning supplies, squeegees, towels, etc. are to be provided by Vendor, unless noted otherwise. c. Cleaning supplies are to be selected by the Vendor, who is thereby responsible to assure the supplies will preserve and protect City property and not damage it, or cause its lifespan to diminish prematurely. <p>Vendor will assume full responsibility for any damage to City or Tenant property caused by the Vendor's employees or equipment or supplies as determined by the Property Manager or his/her designee (herein referred to as Property Manager).</p>	
7.	<p>WINDOW INSPECTION: Contractor shall inspect all windows, window balances, screens, window caulking, and adjacent insulated side panels and record any failures or damaged areas. This recorded information shall be reported on a wash/maintenance form to a designated agent of the Property Manager at the end of each day.</p>	
8.	<p>OPTIONAL CLEANING: The City is also requesting a quote for the cleaning of Spandrel Glass surfaces on the North Tower of Mason Manor. Performance of this work will require use of high-rise equipment which shall be supplied by the Vendor. The Vendor will be responsible for employing all safety precautions required for the use of this equipment. Depending on the cost, this service may, or may not be included in the Contract.</p>	
9.	<p>UNIFORMS AND APPEARANCE OF PERSONNEL: The contractor shall ensure that personnel are neatly groomed and shall have a company logo visible on their clothing at all times. This logo may include an id badge, company t-shirt or uniform.</p> <p>Proper dress and appearance shall consist of the below items.</p> <ul style="list-style-type: none"> a. Clean and tidy clothing b. Trousers and or jeans without holes, torn or ragged c. Shirt-short and long sleeve d. T-Shirts without any inappropriate wording or picture e. Neatly groomed with no offensive or overwhelming odors from perfume, cologne, or body odor f. Baseball style cap worn appropriately. 	
10.	<p>PERSONNEL REQUIRMENTS:</p> <ul style="list-style-type: none"> a) Shall be a United States citizen or possess the correct documents which allow the person legally live and work in the United States b) Shall be able to clearly and effectively read, write and speak English <p>Subject to 111.32 Wisconsin Statutes, the applicant shall not be employed by the contractor and working in our facility if any of the following circumstances exist:</p> <ul style="list-style-type: none"> a) Past felony conviction 	

	<p>PERSONNEL REQUIRMENTS CONTINUED:</p> <ul style="list-style-type: none"> b) Any evidence of extensive prior drug abuse and /or illegal drug activity c) Misdemeanor convictions regarding sex offensives, drugs, or firearms violations d) Dishonorable or undesirable discharge from the armed forces e) Termination from any prior employment for reasons involving moral turpitude or incidents that would otherwise be construed as an offense of a felonious nature. 	
11.	<p>REQUIRMENTS OF SERVICE:</p> <p>Before the daily window cleaning begins there shall be a Pre-Window Cleaning Walk Through with the Vendor and GBHA Property Manager or his/her designee. This walk through will define which units will be cleaned for that day which will be approved and agreed upon by Vendor and GBHA Property Manager (or his/her designee).</p> <p>Upon completion of daily window cleaning there shall be a Post-Window Cleaning Inspection and through Walk-Thru to go over the approval, deficiencies and window inspection checklist supplied by Vendor. If there are deficiencies there will be a corrective action written immediately and action taken on the part of the vendor. The check list shall be initialed and dated by appropriate individual responsible for the duty/duties. The check list shall be handed into the GBHA Property Manager or designee.</p>	
12.	<p>CUSTOMER SERVICE:</p> <ul style="list-style-type: none"> a. All work performed will be subject to inspection and approval by the Property Manager or his/her designee. b. Any work found to be in any way defective or unsatisfactory shall be corrected by the Vendor at its own expense. c. Vendor shall employ staff that is courteous, helpful and considerate to provide services under this contract. The Vendor's employees shall not use improper language or act in a loud, boisterous or any inappropriate or improper manner as determined by the City. d. To assure complete customer satisfaction and prompt payment of invoices, Vendor is to work closely with the Property Manager before commencement and upon completion of each assignment. 	
13.	<p>JOB ASSIGMENTS: The Vendor will be notified by the Property Manager or his/her designee at least one month in advance when window washing service is required. The Vendor shall complete all work within five (5) consecutive days after commencement, and shall notify the Property Manager when the work has been completed.</p>	
14.	<p>BILLING AND PAYMENT:</p> <p>Payment terms are Net 30. Invoices shall be accompanied by a satisfactory Customer Satisfaction form signed by Property Manager or his/her designee. Disputes regarding Customer Satisfaction will be resolved through negotiation between the vendor and Property Manager.</p>	
15.	<p>BUILDING SECURITY: Access to Mason Manor is secured by an electronic telecommunication entrance, requiring a security code which will be assigned to the awarded Vendor by the Property Manager or his/her designee. Any damage or loss due to Vendor leaving doors or windows unlocked will be the Vendor's responsibility</p>	

2.5 Vendor Requirements

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

Bidder must be in the business of window washing and maintenance for the past three years.

Bidder must supply references of three firms to which similar services have been provided during the past year 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.

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, 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, 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

A. 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, City of Green Bay, Green Bay Housing Authority 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.

* **Indemnification** - (VENDOR) hereby agrees to indemnify, defend and hold harmless the Green Bay Housing Authority, 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 (VENDOR) 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.

(VENDOR) 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.

In the event that (VENDOR) employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be (VENDOR) 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.

* **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.

* **Certificates of Insurance** - A copy of the Certificate of Insurance must be on file with the Risk Management.

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

* **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.

2.7 Term

The resulting service agreement will commence spring of 2021 and continue through spring of 2023 with two, one year extension options. Extensions for each of these years will be with mutual agreement by the City and successful vendor.

3 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS

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

4 PROPOSAL CONTENT & FORMAT

Proposers are required to submit the following items in the format requested as a complete proposal. All sections and attachments must be divided by numbered tab pages, as indicated below.

Tab 1- Scope of Services/Mandatory Requirements
--

- | |
|---|
| 1. Provide pages 10-12 with column "comply or exception completed". If you take an exception, you shall submit a separate sheet listing the exceptions. |
|---|

Tab 2 –Introductory Letter/Company Overview/ Organizational Capacity

- | |
|---|
| 2. Provide a brief cover letter identifying the vendor by name and address and include a brief statement regarding the vendor's eligibility (See 2.4 Vendor Requirements) to submit a proposal for the required services. Describe your understanding of the City and the work to be performed. |
|---|

- | |
|---|
| 3. Provide a separate overview and history of your firm. Include information about your company so the City can evaluate the Proposer's stability and ability to support the commitments set forth in this RFP. The City may require additional documentation to support and/or clarify requested information. Include all of the information requested below, in the same order as listed (a-h): |
|---|

- | |
|---|
| <ul style="list-style-type: none">a. List the company's complete legal name, full address, headquarters location.b. List the contact person for this RFP, name, title, e-mail, and phone.c. State how long the company has been in business.d. Give a brief overview of your company to include affiliated divisions and locations, main or core areas of expertise and services offered.e. State the number of employees of the company.f. Indicate the capability of your firm to hold harmless, indemnify and defend the City for losses, costs and expenses arising from liability claims resulting from alleged negligence of your firm, its officers, employees and subcontractors; describe the liability insurance coverage carried by your firm.g. Provide a statement of assurance that your firm is not presently in violation of any statutes or regulatory rules that might have an impact on your firm's operations.h. Financial Statements: Three years balance sheets and income statements shall be provided <u>upon request</u>. |
|---|

Tab 3 – Organizational Capabilities

1. Provide your previous experience in this type of service including number of years providing window washing service, location of facilities, your resources, equipment, staff and anything else you believe could be advantageous to your organization supplying this service.
2. Ability to take on more work - Given your current work load other obligations how would you intend to staff for the additional work that you would have if you were awarded this contract?
3. Provide a detailed description of efforts your firm will undertake to achieve client satisfaction and to fulfill the requirements contained in the “Scope of Services” section.
4. Tell us what you do that differentiates your firm from your competitors that will benefit the City. List any value added services that are included in your base fee structure.

Tab 4 – Staff Qualifications

The information requested in this section should describe the qualifications of the organization and key staff. Information shall include the following:

1. Describe experience with working with public, residential/commercial relative to providing window washing & maintenance services similar to the ones described herein.
2. A comprehensive summary of the firm’s demonstrated capability, including length of time that the firm has provided the services being requested herein. Provide a list of key accounts receiving services as those required in this RFP.
3. Identify all persons who will be assigned to work on the City of Green Bay’s account and who will be performing the service/activity(s) required under this contract. Describe their level/title, qualifications and experience, including number of years working on this type of window washing and maintenance, and a list of key clients for whom they have performed this service/activity (s).
4. Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, as it is the intention of Mason Manor to have a designated team, the contractor shall supply a change of team list to Mason Manor for approval.

Tab 5 – Form E – Cost Proposal

The information requested in this section shall be in a separate envelope

Tab 6 – Section 3, MBE, WBE, or DBE owned business

State if you are a Section 3, MBE, WBE, or DBE owned business.

Tab 7 – CDC Procedures

CDC GUIDELINES: All State, Federal and CDC guidelines shall be followed while this service is conducted at Mason Manor Apartments. Submit your list/ procedures for following CDC Guidelines for all employees.



Form A: Signature Affidavit

RFP #: 2021-08

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

RFP #: 2021-08

This form must be returned with your response.

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

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

COMPANY NAME



Form C: Vendor Profile

RFP #: 2021-08

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: Designation of Confidential and Proprietary Information

RFP #:2021-08

This form must be returned with your response.

Material submitted in response to the City of Green Bay's (the "City") Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

Section Page Topic

***NOTE: Proposers are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

IF THE CITY AGREES WITH PROPOSER'S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

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

Signature (Authorized Representative)

Telephone Number

E-mail

Name (Please Print)

Company Name

Title

Date

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

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

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



Form E: Cost Proposal

RFP #: 2021-08

This form must be returned with your response.

Prepare the fee proposal 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.

DESCRIPTION OF SERVICE	Spring 2021 Cost	Spring 2022 Cost	Spring 2023 Cost	Spring 2024 Cost	Spring 2025 Cost	Total
State total cost (lump sum) for all labor and materials to perform Window Washing & Maintenance Services:						
Option: State total cost (lump sum) for labor, materials, and equipment to clean North Tower Spandrel Glass:						
Indicate if your company accepts payment by credit card → → <i>If City chooses to make payment by credit card the vendor agrees to waive the service fee if applicable.</i>						

Questions:

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

If yes, please explain:

COMPANY NAME



Form F: References

RFP #: 2021-08

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)

1. 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.
2. 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.

3. 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.

4. 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. Nonexclusive Contract. Unless otherwise stated, the City reserves the right to purchase work or materials outside of this Contract.
17. 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.
18. 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.
 - e. Invoices submitted more than 60 days after the last day of service or after delivery shall not be paid and will be returned to the Vendor.
19. 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.
20. 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.
21. 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.
22. Prevailing Wage. Where applicable under federal law, the contractor warrants that prevailing wages will be paid to all trades and occupations.
23. 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.

24. 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.
25. 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.

26. 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.
27. 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 publically 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.
28. Insurance Requirements. Per RFP Specifications
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.

34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.

40. 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.

41. 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.