

CITY OF GREEN BAY

REQUEST FOR PROPOSAL (RFP)



RFP: 2026-23

Title: Stationary Industrial Vacuum System

City Agency: Green Bay Metro Transit

Due Date: September 8, 2026

CC: 03197, 22022, 36500

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Green Bay, through Green Bay Metro Transit (hereinafter “Green Bay Metro”) located at 901 University Ave, Green Bay, WI 54302 is soliciting Proposals from qualified Vendor(s) to provide and install a turnkey **Stationary Industrial Vacuum System** (hereinafter “Vacuum System”).

Vendors are invited to submit Proposals (hereinafter “Proposers”) demonstrating their experience, technical capabilities, and overall approach to meeting the requirements set forth in this Request for Proposals (“RFP”). Proposers will be evaluated in accordance with the evaluation criteria and procedures outlined in this solicitation.

Green Bay Metro reserves the right to accept or reject any or all Proposals, waive informalities or irregularities, and award a contract in the best interest of Green Bay Metro, subject to all applicable federal, state and local laws, regulations and funding requirements. Vendors are required to adhere to Federal Clauses and Certificates as required in Attachment 1.

*****Final determination of the award of this RFP and subsequent procurement is subject to approval by the Green Bay Transit Commission.**

1.2 Important Dates

Deliver Proposals no later than the **DUE** date and time indicated below. The City reserves the right to reject all late Bids:

RFP Issue Date:	8/11/2026
Pre-Bid/Site Inspection Date: Non-Mandatory	8/19/2026 @ 1:00 PM (CDT)
Questions Due Date:	8/20/2026
Addendum Posted Date	8/25/2026
Proposal Due Date:	September 8, 2026 by 2:00 PM (CDT)
Award Recommendation To Green Bay Metro Transit Commission:	9/16/2026

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 one (1) digital copy** (.pdf file) on an electronic storage device (USB Flash Drive), clearly marked.

Complete and return Forms **A THROUGH F** and any mandatory forms to the City of Green Bay Purchasing Department with your submittal (see Section 4.1 – 4.7).

1.4 Labeling

All Proposals must be clearly labeled:

Proposer's Name and Address
Title: Stationary Industrial Vacuum System
RFP: 2026-23

All email correspondence must include RFP 2026-23 Stationary Industrial Vacuum System in the subject line.

1.5 Delivery of Proposals

Emailed or faxed Proposals will **NOT** be considered.

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

Delivery of Hard Copies via U.S. Mail or Common Carrier – Delivery To:	<i>City of Green Bay Purchasing Department 100 North Jefferson St. – Room 410 Green Bay, WI 54301</i>
Delivery of Electronic Copies To:	eBidding platform on DemandStar (see Section 1.12) or on a commonly used media with hard copies (see Section 1.3).

NOTE: When mailing your response via a third-party delivery service, the outside of the packaging **MUST** be clearly marked with the RFP number and title. 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 Appendix prior to submission of their Proposals. The City of Green Bay Standard Terms & 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 Appendix 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 (applicable only to Proposals for services).

The City of Green Bay utilizes a web based electronic signature program (DocuSign) for the execution of contracts that do not require notarization. By submitting your Proposal, you agree to the use of this program to sign documents should you receive an award. There is no cost to the Proposer associated with this process.

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 Dept. administers the procurement function:

Troy Van Handel
City of Green Bay Purchasing Department
100 North Jefferson St. – 410
Green Bay, WI 54301
(920) 448-3049

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, & Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the Purchasing Agent 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 Purchasing Agent and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post an addendum – see Section 1.11 below. Proposers are strongly encouraged to check for an addendum 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 Section 1.12. It is the Proposers responsibility to regularly monitor the websites for any such postings. **Proposers must acknowledge the receipt of any Addenda on Form B.** Failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification.

1.12 Proposal Distribution Networks

The City of Green Bay posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available exclusively from these websites. It is the Proposers responsibility to regularly monitor the Proposal distribution network for any such postings. Both sites offer free registration to City Proposers.

VendorNet:	State of Wisconsin and Local Agencies Proposal Network. Registration is free – https://vendornet.wi.gov/
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 Procurement (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP. https://network.demandstar.com/

1.13 Oral Presentations/Site Visit Meetings

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

1.14 Acceptance/Rejection of 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 Proposer responding to this request. The City expressly reserves the right to reject any and all Proposals responding to this invitation without indicating any reasons for such rejection(s). Any Proposals submitted without all required forms as indicated shall be rejected.

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

1.15 Withdrawal or Revision of 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.

1.16 Subcontracting or Third-Party Payments

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

1.17 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features; however, Green Bay Metro reserves the right to make its selection based on the best interest of Green Bay Metro. 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.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of non-material variances in the offer if in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

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

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

s. 19.36(5)

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

s. 134.90(1)(c)

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

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

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a 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.

1.20 Contract Quantities

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

1.21 Usage Reports

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

1.22 Partial Award

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

1.23 Tax Exempt

The City of Green Bay as a municipality is exempt from payment of Federal Excise Taxes and State of Wisconsin Taxes per Wisconsin Statute 77.54(9a). Federal Tax ID #39-6005458. A completed

Wisconsin Department of Revenue Form S-211 (R.2-00) can be requested through the Purchasing Department. Our tax-exempt number is 008-0000428893-07.

1.24 Cooperative Purchasing

Proposers may choose to extend prices offered on Proposals 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 RFP as a basis; they are made solely between the Proposers and third-party unit of government.

1.25 Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay Ordinance Provisions that are alleged to have been violated.

The written notice of protest must be filed with the Transit Director, Green Bay Metro, 901 University Ave. Green Bay, WI 54302, and received no later than 72 business hours after the intent to award notice is issued.

1.26 Proposers Responsibility

Bidders 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 Bidders to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICE/COMMODITIES

2.1 Background

The intent of this solicitation is to secure a complete, installed solution that provides reliable capture, transport, and collection of debris generated by transit bus operations. The system should also be engineered with flexibility to support the possibility of future expansion.

The Vacuum System shall serve three primary and integrated functions: (1) vacuum generation through vacuum pumps, (2) material conveyance through a fixed piping system, and (3) separation and containment through filtration. These functions must operate together as a single, efficient extraction system designed for continuous or intermittent duty.

2.2 Non-Mandatory Site Visit

A site visit will be conducted to provide additional context and support informed decision-making; however, it is not a mandatory requirement. The site visit will be used to observe existing site conditions, identify potential constraints, and verify information relevant to the project. In the absence of a site visit, the Vendor's assessment will be based on available documentation, plans, photographs, and information provided within.

LOCATION & DATE/TIME

- 901 University Ave, Green Bay, WI 54302
- August 19, 2026 @ 1:00 PM (CDT)

PARKING INSTRUCTIONS

- Parking is available in the lot off University Ave between Green Bay Fire Station #2 and Green Bay Metro Transit, enter through the first set of doors nearest that parking lot.

2.3 Scope of Work

The scope of work includes the removal of the existing vacuum system (pump and filtration unit) that's currently in service with a new, complete, and integrated Vacuum System that meets or exceeds the capabilities of the equipment being removed.

THE SCOPE OF WORK INCLUDES THE FOLLOWING MAJOR ELEMENTS:

1. Removal of Existing Vacuum Pump and Filtration Equipment (*optional*).
2. Vacuum Generation (Pump/Power Unit)
3. Fixed Piping and Distribution System
4. Filtration and Material Separation
5. Cleaning Tools and Accessories

6. System Integration, Controls, and Commissioning

CURRENT SYSTEM (SEE IMAGES – PAGE 15)

- Dustcontrol TPR 43 Pump and S 34000 Filtration Units
- Power Supply - 480/277 3 Phase Y System, 100-Amp 3 Pole Breaker
- 3.2 PSI Nom Negative Pressure, 4 PSI Max Negative Pressure
- 825 CFM Max Air Flow
- 50' of 3" Abrasion Resistant Flex Pipe On A Remote Controlled Reel At Distribution End

INSTALLATION ROOM/AREA CONSTRAINTS

- Room/Area Space: 10' x 40'
- Access By Either Service Door: 36' x 84" or Roll-Up Door: 96" x 92"

1. REMOVAL OF EXISTING EQUIPMENT

The Contractor Vendor shall safely remove and dispose of or relocate the existing vacuum pump and filtration equipment currently in service at the facility. Requirements for the removal component include the following:

- Coordination with the Green Bay Metro staff to determine whether removed equipment is to be disposed of, salvaged, or returned back to Green Bay Metro.
- Disconnection of the existing vacuum pump unit from all electrical, piping, and structural connections.
- Disconnection and removal of the existing filtration and separation unit, including any associated ductwork, collection containers, and mounting hardware.
- Assessment of existing piping, mounting locations, electrical service, and available space to determine suitability for reuse or the need for modification prior to installation of the new system.
- Proper disposal of all removed components and materials not retained by the Green Bay Metro in accordance with applicable regulations.

2. VACUUM PUMP GENERATION

The vacuum power unit shall serve as the primary source of suction for the entire system and shall be sized to maintain adequate airflow and vacuum pressure across all simultaneous and intended extraction points. Requirements for the vacuum generation component include the following:

- A stationary vacuum pump capable of delivering consistent suction performance under the anticipated operating conditions.

- Performance equal to or greater than the existing vacuum pump being replaced, ensuring no reduction in extraction capability at any existing point of use.
- Sizing calculations that account for the total number of extraction points, pipe run lengths, elevation changes, and the density and volume of material to be conveyed.
- Vacuum-producing technology suitable for the intended material type, whether dry particulate, fine dust, wet material, or a combination thereof.
- Motor and drive components rated for the expected duty cycle, including provisions for continuous operation where required.
- Thermal protection, overload protection, and cooling provisions to ensure safe and reliable long-term operation.
- Noise mitigation features consistent with a facility environment, including silencers or enclosures as applicable.
- A unit that is accessible for routine inspection, servicing, and component replacement.

3. FIXED PIPING AND DISTRIBUTION SYSTEM

The piping system shall form the permanent conveyance network that transports captured material from each extraction point to the central filtration unit. Where existing piping is determined to be suitable for reuse, it shall be inspected, cleaned, and integrated with the new system; where it is not suitable, it shall be replaced. Requirements for the piping and distribution component include the following:

- Piping and fittings that are durable and abrasion-resistant, appropriate for the type of material being conveyed and the velocities required to prevent settling or clogging.
- A layout engineered to minimize pressure loss, avoid excessive bends, and maintain adequate conveying velocity throughout the network.
- Properly sized main lines, branch lines, and drop points serving the designated extraction location within the facility.
- Verification that the new vacuum generation and filtration units are properly matched to the existing or modified piping network to maintain required conveying velocities.
- Inlet valves, gates, or connection points provided at the workstation or equipment location, configured for ease of use and secure connection of hoses or tooling.
- Grounding and bonding provisions where required to control static electricity, particularly for combustible or fine particulate applications.
- Wall, ceiling, and floor supports, brackets, and hangers necessary to secure the piping in a permanent and safe configuration.

- Joints and connections sealed to maintain system vacuum integrity and prevent leakage of air or material.
- Provisions for cleanouts, access points, or inspection ports to support maintenance of the distribution network.

4. FILTRATION AND MATERIAL SEPARATION

The filtration and separation assembly shall capture and contain conveyed material while allowing clean, filtered air to be safely discharged or recirculated. The new filtration and separation unit shall completely replace the existing filtration unit being removed and shall provide filtration performance that meets or exceeds the capabilities of the existing equipment. Requirements for the filtration and material separation component include the following:

- A separator or collection unit capable of isolating bulk material from the airstream before it reaches the primary filtration media.
- Filtration and separation capacity sized, or capable of being supplemented, to accommodate the increased material volume and airflow associated with future multi-operator expansion.
- Filtration media sized and rated for the particle characteristics of the collected material, including fine dust where applicable.
- High-efficiency filtration capable of meeting applicable air quality and discharge requirements for the facility.
- A filter cleaning mechanism, such as reverse pulse, shaker, or equivalent, to maintain filtration performance and extend media life.
- Material collection and disposal provisions, including containers, drums, bins, or bagging systems, allowing safe and convenient removal of accumulated material.
- Access points for inspection, media replacement, and cleaning of the filtration and separation components.
- Sealed containment to prevent the release of captured material during operation and during collection removal.

5. CLEANING TOOLS AND ACCESSORIES

As part of the proposal, the Vendor shall provide a complete and itemized list of the cleaning tools and accessories available for use with the proposed system. Requirements for the cleaning tools and accessories components include the following:

- A detailed list of all cleaning tools and accessories offered with the system, including hoses, wands, nozzles, brushes, floor tools, crevice tools, and specialty attachments suited to the material types encountered at the facility.

- Identification of the intended application, material compatibility, and connection or coupling size for each tool listed.
- Hoses of appropriate length, diameter, abrasion resistance, and flexibility to reach the designated work areas and equipment locations served by each extraction point.
- Tool and accessory options suitable for the range of materials to be collected, including dry particulate, fine dust, chips, and liquids where applicable.
- Quick-connect or secure coupling components compatible with the inlet valves, gates, or connection points provided along the piping network, including those intended for future expansion points.
- Availability of additional tools, hoses, and accessory sets
- Provisions for convenient storage, mounting, or staging of cleaning tools and accessories at or near the extraction points.
- Identification of consumable or wear items among the tools and accessories, along with availability of replacement components.

6. SYSTEM INTEGRATION, CONTROLS, AND COMMISSIONING

The complete Vacuum System shall be delivered as a unified and integrated solution that fully replaces the removed equipment and restores the facility to full extraction capability. Requirements for the system integration, controls, and commissioning component include the following:

- Electrical controls, starters, disconnects, and wiring necessary for safe operation and compliance with applicable codes.
- Reuse or replacement of existing electrical service connections associated with the removed equipment, as determined during the equipment assessment.
- Control features that allow the system to be started, stopped, and monitored, including indicators for filter condition, vacuum level, or system faults as applicable.
- Coordination with existing facility utilities, including electrical service and available space, to ensure proper installation and to identify capacity available for future expansion.
- Safety features including guarding, emergency stop capability, and interlocks appropriate to the system design.
- Full assembly, installation, and testing of all components at the designated location.
- Startup and commissioning services to verify that the system achieves the specified vacuum, airflow, and filtration performance across all extraction points.
- Verification that the new system performs at a level equal to or greater than the equipment it replaces.

- Verification that all components, including cleaning tools and accessories, operate together as a single, efficient extraction system.

2.4 Requirements & Expectations

INSTALLATION REQUIREMENTS

The Vendor shall be responsible for a complete installation, including the removal of the existing equipment(optional) and the installation of the new system. Installation requirements include the following:

- Delivery of all equipment and materials to the designated site.
- Removal of the existing vacuum pump and filtration units prior to installation of the new system. (optional)
- Mounting and securing of the vacuum power unit, filtration assembly, and piping network.
- Vendor assumes full responsibility for all electrical work required to deliver a complete, code-compliant, and fully operational installation.
- Installation of any provisions for future expansion, including capped ports, appropriately sized main lines, and accessible connection points, as identified in the multi-operator expansion capability.
- Delivery and staging of all supplied cleaning tools and accessories at their designated storage or point-of-use locations.
- Coordination with Green Bay Metro staff to minimize disruption to ongoing operations during removal and installation.
- Sequencing of removal and installation activities to limit downtime of the extraction system where feasible.
- Removal and proper disposal of all packaging, debris, and installation waste.
- Restoration of any areas affected by the removal and installation to their original condition.

DOCUMENTATION AND TRAINING

The Vendor shall provide the following upon completion:

- Complete operation and maintenance manuals for all system components.
- As-built drawings depicting the final piping layout, extraction points, and equipment locations, reflecting any modifications made to accommodate the new system, and indicating the provisions and locations available for future multi-operator expansion.
- A final documented list of all cleaning tools and accessories supplied, including part numbers, applications, and replacement or reorder information.

- Documentation describing the recommended procedures and components required to expand the system for additional operators.
- Recommended preventive maintenance schedules and lists of consumable and replacement parts.
- Warranty documentation for all major components and system integration.

On-site training for Green Bay Metro personnel covering safe operation, routine maintenance, troubleshooting, filter or media replacement procedures, proper use of the supplied cleaning tools and accessories, and safe operation of the system.

PERFORMANCE EXPECTATIONS

The completed Vacuum System shall meet the following performance expectations:

- Provide reliable and consistent extraction performance at all designated points.
- Meet or exceed the performance of the existing vacuum pump and filtration equipment being replaced.
- Maintain filtration efficiency suitable for the material being collected and the facility environment.
- Operate as a durable, low-maintenance, and energy-conscious solution.
- Support safe handling, containment, and disposal of collected material.
- Provide cleaning tools and accessories that enable effective extraction across the full range of materials and work areas served.
- Be constructed of components suitable for the intended duty cycle and material characteristics of Green Bay Metro application.

IMAGES OF CURRENT EQUIPMENT



3 PROPOSAL SUBMITTAL & EVALUATION

3.1 Proposal Evaluation

Green Bay Metro’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.

3.2 Proposal Scoring

Accepted Proposals will be reviewed by an evaluation committee and scored against the stated criteria (see Section 3.3). 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.

3.3 Required Contents & Evaluation Criteria

Proposals shall be organized using the sections identified below. Each section shall clearly correspond to the evaluation criteria. Information submitted outside of the designated criteria may not be considered during evaluation.

COVER LETTER

- Please include a cover letter with your Proposal submission. The cover letter should summarize your organization's qualifications, acknowledge your commitment to the requirements outlined in the RFP, and be signed by an authorized representative.

TAB A – TABLE OF CONTENTS -----(0 POINTS)

- Table of Contents identifying all Proposal sections.

TAB B – TECHNICAL APPROACH & SYSTEM PERFORMANCE ----- (35 POINTS)

The technical proposal shall clearly demonstrate that the proposed Vacuum System meets or exceeds the performance of the existing vacuum pump and filtration equipment being replaced and functions as a complete, integrated extraction system within the current space (10’ x 40’), including at a minimum:

- Overall system narrative

- Equipment layout
- Major system components
- Describe how the system functions as a complete, integrated extraction system

TAB C – VENDOR QUALIFICATIONS & EXPERIENCE ----- (15 POINTS)

Provide evidence of successful experience furnishing, delivering, installing, and commissioning comparable Vacuum System(s), including:

- A brief overview of your company, including years in business, ownership structure, office locations, and the number of employees.
- A description of your team's technical expertise, certifications, licenses, and professional accreditations applicable to this project.
- Details of at least three (3) comparable projects completed within the past five (5) years. For each project, include:
 - Client name and organization
 - Project description and scope
 - Project timeline
 - Outcomes achieved

TAB D – INSTALLATION, COMMISSIONING & PROJECT APPROACH ----- (20 POINTS)

Proposed plan for removal of existing equipment, limit downtime, startup and commissioning services, and verification that the new system achieves specified vacuum, airflow, and filtration performance across all extraction points.

Project Schedule:

- Provide a detailed project schedule from Notice to Proceed through Final Acceptance

Removal Plan:

- Removal method
- Disposal procedures
- Environmental considerations

Installation Sequence:

- Install Schedule
- Downtime requirements
- Utility coordination
- Safety procedures

Commissioning:

- Startup procedures
- Functional testing

- Performance verification

TAB E – CLEANING TOOLS, ACCESSORIES, DOCUMENTATION & TRAINING ----- (15 POINTS)

Provide a complete itemized list of all tools and operating accessories:

Cleaning Tools:

- Tool description and intended application

Accessories:

- Hoses, nozzles, floor tools, specialty tools, storage

Documentation:

- Operation manuals
- Maintenance manuals
- As-built drawings
- Preventive maintenance schedules
- Spare parts lists
- Warranty documentation

Training:

- Duration
- Training materials provided

TAB F – PRICE PROPOSAL ----- (15 POINTS)

Submit a complete turnkey lump-sum price to furnish, deliver, install, commission, and place the stationary vacuum system into service. Additionally, provide separate itemized budgetary pricing for recommended future expansion options and removal of current equipment.

Base Bid:

- Equipment
- Engineering
- Installation
- Startup
- Commissioning
- Freight
- Training
- Warranty

Optional Pricing:

- Removal of existing equipment
- Disposal
- Extended warranties

- Preventative maintenance agreements

Pricing Summary, Including:

- Total proposed price
- Alternate pricing (if applicable)
- Price validity period

TAB G – APPENDIX----- (0 POINTS)

Include supporting information such as: product data sheets, equipment specifications, drawings, calculations, manufacturer literature, safety documentation, etc.

3.4 Award & Final Offers

Awards 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.

3.5 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.

3.6 Contract Term(s)

Green Bay Metro agrees to purchase a Stationary Industrial Vacuum System identified in **Form D** in the quantities specified. This constitutes a one-time bulk purchase under the terms of this contract.

4 REQUIRED CONTENT FOR SUBMITTAL OF PROPOSAL

- 4.1 FORM A – Signature of Affidavit
- 4.2 FORM B – Receipt of Forms & Submittal Checklist
 - Acknowledge Receipt of Addendum (if applicable)
- 4.3 FORM C – Vendor Profile Information
- 4.4 FORM D – Bid/Proposal Offer Form
- 4.5 FORM E – References
- 4.6 FORM F – Confidential & Proprietary Information
- 4.7 Attachment 1: FTA Clauses & Certificates (Must Sign w/ Submittal)



Form A – Signature of Affidavit

RFP 2026-22 STATIONARY INDUSTRIAL VACUUM SYSTEM

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

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

Has your company ever been debarred?

_____ **NO**

_____ **YES** (please explain below):

COMPANY NAME:	
SIGNATURE:	
PRINT NAME:	DATE:



Form B – Receipt of Forms & Submittal Checklist

RFP 2026-22 STATIONARY INDUSTRIAL VACUUM SYSTEM

This form must be returned with your response.

Bidders/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 of Affidavit		N/A
FORM B: Receipt of Forms & Submittal Checklist		N/A
FORM C: Vendor Profile Information		N/A
FORM D: Bid Offer Form		N/A
FORM E: References		N/A
FORM F: Confidential & Proprietary Information		N/A
Attachment 1: FTA Clauses & Certificates		N/A
Appendix A: Standard Terms & Conditions	N/A	
Addendum #1	N/A	
Addendum #2	N/A	
Addendum #3	N/A	

COMPANY NAME:	
SIGNATURE:	
PRINT NAME:	DATE:



Form C – Vendor Profile Information

RFP 2026-22 STATIONARY INDUSTRIAL VACUUM SYSTEM

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:

TITLE:

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL:

ADDRESS:

CITY:

STATE:

ZIP:

ORDERS/BILLING CONTACT

CONTACT NAME:

TITLE:

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL:

ADDRESS:

CITY:

STATE:

ZIP:

PROCUREMENT CARD (P-CARD)

COMPANY ACCEPTS PAYMENT BY CREDIT CARD:

YES _____ or NO _____

NOTE: The City does not pay service charges.

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

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



Form D – Bid/Proposal Offer Form

RFP 2026-22 STATIONARY INDUSTRIAL VACUUM SYSTEM

This form must be returned with your response.

- Pricing shall remain firm throughout the base term. The City will not be responsible for charges not disclosed at the time of bid submission.
- Pricing adjustments shall not be applied retroactively and shall only become effective upon the commencement of the applicable extension term as authorized in writing by the City of Green Bay. If no pricing adjustment is requested or approved, the rates in effect during the prior term shall continue without modification into the exercised extension term.
- Any services that fall outside the defined scope of work shall be brought immediately to the attention of City staff for direction, and pricing for such conditions shall be negotiated prior to proceeding.

BASE BID

Including, But Not Limited To:
Equipment, Electrical, Engineering, Installation, Startup, Commissioning, Freight

ITEM	QTY	UNIT	DESCRIPTION OF ITEM	UNIT COST	EXTENDED COST
1.		ea.			
2.		ea.			
3.		ea.			
4.		ea.			
BASE BID COST				\$	

OPTION PRICING

Including, But Not Limited To: Removal of Equipment, Disposal, Warranties, Maintenance Agreements

ITEM	QTY	UNIT	DESCRIPTION OF ITEM	UNIT COST	EXTENDED COST
1.		ea.			
2.		ea.			
3.		ea.			

LEAD TIME (UPON RECEIPT OF ORDER):

PAYMENT TERMS (NET 30):

YES _____ / NO _____ / OTHER _____

EARLY PAYMENT DISCOUNT (SPECIAL TERMS):



Form E – References

RFP 2026-22 STATIONARY INDUSTRIAL VACUUM SYSTEM

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 WORK PERFORMED:			

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 WORK PERFORMED:			

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 WORK PERFORMED:			



Form F – Confidential & Proprietary Information

RFP 2026-22 STATIONARY INDUSTRIAL VACUUM SYSTEM

This form must be returned with your response.

Material submitted in response to the City of Green Bay's ("City") Bid/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 Bidder/Proposer asks that the trade secrets contained on certain pages of this Bid/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: Bidders/Proposers are cautioned that the entire Bid/Proposal may not fall within the confines of the pledge of confidentiality. The about designation(s) of confidentiality in now way guarantees that designated information will be kept confidential. Under the provision of the Public Records Law, Bidder/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 Bid/Proposal.

If the City agrees with Bidders/Proposers 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 Bid/Proposal response may mean that all information provided as part of the Bid/Proposal response will be open to examination and copying.

COMPANY NAME:	TITLE:
SIGNATURE:	
PRINT NAME:	DATE:

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

PROPRIETARY INFORMATION: A Bidder/Proposer responding to this Bid/Proposal should not include any proprietary information or protected trade secret(s) as part of its Bid/Proposal unless the Bidder/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 RFB/RFP and/or a separate document for easier removal to maintain its confidential status. The response to the Bid/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 Bid/Proposal and all documentation become property of the City.



**Appendix A
City of Green Bay
Standard Terms & Conditions**

(STC-Form: 10/21/2025)

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.
- 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.
 - 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.
 - 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.
 - Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.
 - 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 008-0000428893-07. Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the 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.
- 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.
- 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.
- 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.
- 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.
- 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 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.
- 28. Insurance Requirements.** To Be Determined.
- 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.