

**City of Fond du Lac
REQUEST FOR PROPOSALS
Proposal No. 2024-044**

Sealed proposals will be received by the Deputy Procurement Officer, 4th Floor, 160 S Macy St., Fond du Lac, WI 54935 until 10:00 A.M. CST, Thursday March 21, 2024 for the purchase of Senior Center Roof System.

PROPOSAL INFORMATION

Complete digital bidding documents are available at www.demandstar.com.

All proposers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

There will not be a formal walkthrough feel free to visit the site at your leisure, when you are there please park in the North parking lot to gain access to roof as needed from there.

DO NOT go into the building for any reason and DO NOT ask any staff on site any questions. If you have questions please contact Cameron Fails 920-322-3453 or Pat Mildebrandt 920-322-3446.

PROPOSAL OPENING

The original proposal must be submitted to the Deputy Procurement Officer.

All sealed proposals must be submitted in paper to the Deputy Procurement Officer, 4th floor, 160 S Macy St., Fond du Lac, WI 54935 no later than 10:00 A.M. CST, Thursday March 21, 2024, and must be clearly marked:

**PROPOSAL FOR SENIOR CENTER
ROOF SYSTEM, NO. 2024-044**

At the appointed time and in the advertised location, proposals will be publicly opened and read aloud. Proposals received after the time set for the opening will be returned to the bidder unopened. A bid tabulation will be prepared containing the name of each proposer and the price(s) proposed.

Only firm proposals will be accepted and the City reserves the right to reject any or all proposals or waive an irregularities and informalities in the proposals submitted and accepted by the City. No proposer may withdraw his proposal after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make awards to the responsible proposer whose proposal is determined to be the most advantageous to the City of Fond du Lac.

Cameron Fails,

Deputy Procurement Officer

LEGAL ADVERTISEMENT

ADVERTISEMENT FOR BIDS
SENIOR CENTER ROOF SYSTEM
CITY OF FOND DU LAC, WISCONSIN
File No. 20241-044

NOTICE IS HEREBY GIVEN that sealed bids will be received in the City Administrative Office at the City/County Government Center (CCGC), 160 South Macy Street, P.O. Box 150, Fond du Lac, Wisconsin, until 10:00 A.M. CST, Thursday March 21, 2024 at which time bids will be publicly opened and read aloud in the City Manager's Conference Room, 4th Floor of the CCGC. The project quantities includes but are not limited to the following described approximate quantities of work:

SCOPE OF WORK

- The City of Fond du Lac is seeking proposals from qualified contractors remove and replace the existing Senior Center roof system.

Complete digital bidding documents are available at www.demandstar.com.

All bids shall be prepared on the proposal forms provided in the specifications and shall remain attached thereto, and shall be addressed to City of Fond du Lac, P.O. Box 150, Fond du Lac, Wisconsin. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means. Each bid envelope shall be properly identified on the face thereof "SEALED BID – SENIOR CENTER ROOF SYSTEM". No bid shall be withdrawn for a period of (30) thirty days after the opening of said bids, without the consent of the Deputy Procurement Officer. The City of Fond du Lac may reject any or all bids on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in bidding, and to select the bid that, in its opinion, will best serve the interests of the City.

No bid will be opened unless the "Bidder's Proof of Responsibility" for 2024 is filed and approved at least (5) five days before the scheduled time for opening of bids. Reference is made to Section 66.0901(2) & (3) Wisconsin Statutes. The Director of Public Works decision as to qualifications shall be final.

Bidder's Proof of Responsibility can be obtained from www.fdl.wi.gov/administration/purchasing/.

Each proposal shall be accompanied by a certified check, or bank draft, payable to the City of Fond du Lac, or satisfactory bid bond, in the amount of 5% of the gross bid as a guarantee that if the bid is accepted as the successful bid, such successful bidder will execute and file the proposed contract and performance bond within ten (10) days after notice of award of contract.

Published by authority of the City of Fond du Lac on March 4th and 8th.

Bidders must use the city's submittal form for providing bids for this project. Cost estimates or quotes provided on company letter head will not be accepted.

INTRODUCTION

Sealed proposals will be received by the Deputy Procurement Officer, 4th Floor, 160 S. Macy St., Fond du Lac, WI 54935 until 10:00 A.M. CST, Thursday March 21, 2024, for the purchase and installation of a roofing system.

General Information

The jobsite is located at 151 E. 1st St., Fond du Lac, WI 54935.

All materials and installation must comply with 2015 International Building Code, with Wisconsin Amendments. All new materials to be installed in compliance with all manufacturer specifications. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing. All roof penetrations to be properly flashed per manufacturer recommendations for that particular roof system.

Scope

Not to affect Senior Center operations. Staging material to be approved by Senior Center project manager – Dyann Benson.

Jobsite to be cleaned daily, ensuring no nails, etc. left on the ground.

Asphalt Shingles

- Approximate 12,750 square feet
- Complete tear off, including all underlayment and flashings (step, gutter apron, and edging material)
- All counter flashings to be removed and replaced and to be sealed properly against the building color to match what is existing.
- Ice and water shield up 6'0" from edges, and installed wherever step flashing is used, and in all valleys.
- Standard underlayment to be installed.
- 50 Year architectural shingle with stain guard. Color TBD by owner
- All prefinished metal flashings to be white in color
- All ridges to have ridge vents installed, cut out per manufacturer specs
- Roof classification minimum type B
- Install plumbing stack vent shields as needed to be color matched
- Remove and discard existing heat tape on South East roofline

Gutters/Downspouts

- Remove existing gutters and downspouts
- Install new K style 6" gutters with new 3"x 4" downspouts in existing locations

Pre-Proposal Inquiries

Inquiries regarding this Request for Proposals will be accepted via E-mail only, addressed to Cameron Fails, at cfails@fdl.wi.gov. Unauthorized contact regarding the RFP with other City of Fond du Lac employees may result in disqualification. All inquiries must be received no later than 12:00 P.M. CST, Friday, March 15th, 2024.

There will not be a formal walkthrough feel free to visit the site at your leisure, when you are there please park in the North parking lot to gain access to roof as needed from there.

DO NOT go into the building for any reason and DO NOT ask any staff on site any questions. If you have questions please contact Cameron Fails 920-322-3453 or Pat Mildebrandt 920-322-3446.

Proposal Certification

The proposer must certify in writing that all vendor proposal terms, including prices, will remain in effect for a minimum of 60 days after the Proposal Due Date, that all proposed capabilities can be demonstrated by the vendor, and that the proposed hardware and system software is currently marketed and sold.

Term of Contract

The length of this agreement will be dependent upon the proposed and agreed upon Schedule to complete the Scope of Work.

Bid Bond

A bid bond of 5% of the gross proposal is required to be submitted with the proposal.

Performance Bond

A 100% performance bond will be required. The form is included with this packet for your reference.

Proposal Response Date and Location

The proposer's proposal, in its entirety, must be received by the Deputy Procurement Officer not later than 10:00 A.M. CST, Thursday March 21, 2024, in Fond du Lac, Wisconsin. Proposals arriving after the deadline will be returned, unopened, to their senders. All proposals and accompanying documentation will become the property of the City of Fond du Lac and may not be returned.

Vendors assume the risk of the method of dispatch chosen. The City of Fond du Lac assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

Controlled access screening will be mandatory for all vendors seeking access to the City County Government Building. Anyone visiting the building is to enter and exit the facilities through the main public entrance (North Entrance), 160 S Macy Street.

Screening will take place in the lobby of the building.

Allow sufficient time to get through the screening process if you are hand delivering your response. Proceed to the City Manager Conference Room the City Administration Center to have your bid time-stamped.

Multiple Proposals

Vendors interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions, and specifications of the RFP.

Proposal Presentation and Format Requirements

Proposals are to be prepared on standard 8-1/2" x 11" paper. Foldouts containing charges, spreadsheets, and oversized exhibits are permissible. Manuals and other reference documentation may be bound separately. All responses, as well as any reference material must be written in English.

The City will furnish proposers with proposal forms which will state items, or aggregate totals for bid items. All papers bound with, or attached to, the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications, and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

Waiver of minor irregularities

The City of Fond du Lac reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

Single Response

A single response to the RFP may be deemed a failure of competition and in the best interest of the City of Fond du Lac, the RFP may be cancelled.

Proposal Rejection

The City of Fond du Lac reserves the right to reject any or all proposals at any time without penalty.

Withdrawal of Proposals

Vendors may withdraw a proposal which has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the Deputy Procurement Officer. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the proposal closing date and time.

Non-endorsement

As a result of the selection of a vendor to supply products and/or services to the City of Fond du Lac, the City of Fond du Lac is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City of Fond du Lac in any literature, promotional material, brochures, sales presentations, or the like without the express written consent of the City of Fond du Lac.

Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a proposer's proposal, the City of Fond du Lac will comply according to applicable state and federal Freedom of Information Act (FOIA) or Open Records Laws. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

Response Property of City of Fond du Lac

All materials submitted in response to this request become the property of the City of Fond du Lac. Selection or rejection of a response does not affect this right.

No Obligation to Buy

The City of Fond du Lac reserves the right to refrain from contracting with any proposer. The release of this RFP does not compel the City of Fond du Lac to purchase.

Cost of Preparing Proposals

The City of Fond du Lac is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

Number of Proposal Copies Required

Proposers are to submit one original proposal.

Errors in Proposal

The City of Fond du Lac will not be liable for any errors in proposals. Proposers will not be allowed to alter proposal documents after the deadline for proposal submission.

The City of Fond du Lac reserves the right to make corrections and amendments due to errors identified in proposals by the City of Fond du Lac, or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

Third Party Vendor

The City of Fond du Lac will accept proposals which include third party equipment and/or software only if the proposing vendor agrees to act as a prime contractor and guarantor for all proposed equipment and software. Vendors must disclose the use of any third party vendor equipment or software and indicate willingness to assume prime contractor responsibility.

Necessary Ancillary Equipment and Software

Unless specifically exempted by the terms of the RFP, all parts, software, or accessories (i.e. cables, power converters, display devices) ordinarily furnished or required to make the proposed equipment a complete operating unit shall be furnished by the vendor, at no additional cost to the City of Fond du Lac. These items must be listed in the cost proposal.

Condition of Proposed Equipment

All equipment proposed must be new equipment, or if used be clearly demarked as used, including what, if any, warranty accompanies the proposed item.

Change Orders

All change orders issued for this project must be in writing and signed by both parties before the work is performed. No payment will be issued for additional work and fees that do not follow this process.

Equipment Delivery

Vendors must certify that the proposed equipment can be delivered, installed and operationally ready within the stated number of days on their RFP submission. The vendor assumes responsibility for the delivery, installation, maintenance, and initial adjustment of all vendor supplied equipment, software, and support services proposed.

VENDOR INFORMATION REQUIREMENTS

Customer References

The vendor must submit a minimum of two non-vendor owned customer references presently using the proposed equipment and software of comparable size to the City of Fond du Lac's volume requirements. All hardware and software proposed and referenced must be installed at a customer site for 90 days prior to the Proposal Due Date. Include the following for each reference:

Company Name
Business Address
Name of Contact
Title of Contact
Telephone Number of Contact
Description of Installation
Date Installed

The City of Fond du Lac may, at its option, contact other known vendor customers for references.

Pricing Information

The vendor must provide purchase prices and installation costs for each equipment item, software product, and service. All elements of recurring and nonrecurring costs which must be borne by the City of Fond du Lac must be identified. This includes, but is not limited to, hardware maintenance, system engineering, manuals and documentation, consultation, training, conversion, shipping charges, installation costs, testing and taxes.

Contract Award and Execution

The City of Fond du Lac reserves the right to make an award without further discussion of the proposal submitted; there will be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer.

The award of contract, if any, will be to the lowest responsible bidder whose proposal complies with all the requirements necessary to render said proposal as being acceptable. The award will be made within thirty (30) days after the opening of the proposal. The work outlined in the proposal may be awarded as whole, or in parts, according to the best interests of the Owner.

The awardee shall properly execute, on the forms provided, and shall within ten (10) days after the contract is mailed, return them to the Deputy Procurement Officer of the City. No contract is binding upon the City of Fond du Lac until it has been fully executed and delivered to the awarded vendor.

Failure of the awardee to comply with any of the requirements of these specifications shall be just cause for the annulment of the award. In the event of such annulment of the award, the amount of the proposal guaranty, if any, shall become the property of the City of Fond du Lac, not as a penalty but as liquidated damages.

Evaluation Criteria

In addition to price, the following elements should be given consideration:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
- Whether the bidder can perform the contract within the time specified;
- The quality of performance of pervious contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services;
- Such other information as may be secured having a bearing on the decision to award the contract.

In the event of multiple bids with the same pricing and no other available differentiator, the city will award to one of the low bidders by lot.

Laws to be Observed

The awardee shall at all times observe and comply with all Federal and State laws, local laws, ordinance and regulations which in any manner affect the conduct of the work, and all such orders or decree as exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no please of misunderstanding or ignorance thereof will be considered. The awardee shall indemnify and save harmless the City and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his agents.

Permits and Licenses

The awardee shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. City Building Permits will be issued at no charge for projects occurring on, or in, City property.

Responsibility for Damage Claims

The awardee shall indemnify and save harmless the City, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages on account of the operations of said awardee; or on account of, or in consequences of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Awardee; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Law; or any other law, ordinance, order or decree; and so much of the money due the said Awardee under and by the City for such purposes, may be retained for the use of the City; or, in case no money is retained, his Surety shall be held.

The City shall not be liable to the Awardee for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

The Contractor shall provide and maintain during the effective life of his contract public liability and property damage liability insurance to protect him and all of his construction subcontractors, together with the Owner, from claims for damages for personal injury, accidental death, and damage to property, which may arise from operations under his contract, whether such operations be by himself or by any such subcontractor or by anyone directly or indirectly employed by either of them.

Personal Liability of Public Officials and Employees

In carrying out any of the above provisions, or in exercising any power or authority granted to him by this contract, there shall be no liability upon public officials or employees, either personally or as an official of the City, it being understood that in such matters he acts as an agent and representative of the City.

No Waiver of Legal Rights

The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after, the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials, furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The City shall not be precluded or estopped, notwithstanding any such measurements, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his Sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the City nor any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

Insurance Requirements

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this heading, nor shall any Contractor allow a subcontractor to commence work on his subcontract until the same insurance has been obtained by the subcontractor. Certificates of insurance on all policies specified shall be filed with the City Risk Manager prior to commencement of work. All insurance premiums shall be the obligation of and shall be paid by the Contractor.

Insurance requirements under this heading and during the term of the Contract shall provide protection for the City, the Contractor and any subcontractor performing work covered by this project from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this project, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts such insurance shall be:

- A. Commercial General Liability coverage together with excess or umbrella liability policies including coverage for Products Liability, Completed Operations, Contractual Liability and XCU coverage with the following minimum limits:
 - a. Each Occurrence limit \$1,000,000
 - b. General aggregate limit

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| (other than Products-Completed Operations) | \$1,000,000 per project |
| c. Products – Completed Operations aggregate | \$1,000,000 per project |
| d. Personal and Advertising Injury | \$1,000,000 |
- B. Automobile Liability coverage together with excess or umbrella liability policies with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
- C. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying excess or umbrella liability insurance requirements.
- D. Property Coverage
- a. Contractor shall determine amount of coverage perils and policy form necessary to complete project should a loss of any type occur and to meet requirements of the contractor’s performance bonding company.
 - b. Covered property will include property in transit, property stored on the project work sites, and property stored off the project work sites.
 - c. The municipality, architect, engineer and subcontractors shall be added as loss payees to the policy.

Acceptability of Insurers. Insurance shall be placed with insurers who have a Best’s Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.

The municipality, the municipality’s elected or appointed officials, and employees shall be named as additional insureds on Commercial General and Umbrella Liability policies.

Statutory Limitation of Liability

The City of Fond du Lac is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled to under law, including all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law, or other applicable laws.

Equal Opportunity

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disabilities as defined in Section 51.01 (5), Wis. Stats., sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available for employees and applicant’s employment notices to be provided by the contracting officer setting forth the provision of the non-discrimination clause.

Contents of Proposal Forms

The Owner will furnish bidders with proposal forms which will state materials to be furnished, for which unit bid prices are asked.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

Preparation of Proposal

The bidder must submit his proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given, and the bidder must state the prices, written in ink, for which he proposes to do each item of the work contemplated or furnish each item of the material required. In case of conflict between the unit price stated and the extension for that item, the unit price will govern.

All proposals submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation. The required signatures shall in all cases appear in the space provided therefore on the proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)

CITY OF FOND DU LAC
Proposal No. 2024-044
REQUEST FOR PROPOSALS
Submittal Sheet

Number of years providing similar service: _____

State the number of business days to have project completed after receipt of order: _____

Customer References:

1. Company Name: _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Project _____

Date Installed _____

2. Company Name: _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Project _____

Date Installed _____

Submittal Sheet, cont.

Pricing Information

Specification Item No.	WORK ITEM(S)	Proposed Amount	Accepted Amount
Item #1	Roofing	\$	
Item #2	Gutters/Downspouts	\$	

Do you certify that you are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?

___ Yes ___ No

Will you sell additional units to the City of Fond du Lac at the proposal price until further notice?

___ Yes ___ No

The undersigned hereby accepts the terms and conditions as set forth herein. ***This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.***

FULL LEGAL NAME OF BIDDER _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

ADDRESS _____

CITY STATE ZIP _____

EMAIL ADDRESS _____

PHONE _____ FAX _____

PRINTED NAME _____ TITLE _____

SIGNED _____ DATE _____

**CITY OF FOND DU LAC
STANDARD TERMS AND CONDITIONS**

INVITATION TO BID, REQUEST FOR QUOTATION, & PURCHASE ORDER CONTRACT

THIS PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF FOND DU LAC AND THE LAWS OF THE CITY OF FOND DU LAC PURCHASING DIVISION, AND THE STATE OF WISCONSIN WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Deputy Procurement Officer.
2. **HANDLING** NO charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Deputy Procurement Officer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all good are to be shipped prepaid, F.O.B. Destination.
6. **REJECTION** All goods or materials purchased herein are subject to approval by Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by Purchaser or returned, will be at vendors risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFIRNGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits, or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must them be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Deputy Procurement Officer.
11. **TAXES** The City of Fond du Lac is exempt from sales tax on purchases.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the last price quoted or paid, or prevailing market price, whichever is lower.
16. **TERMINATION** In the event of breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the purchaser resulting from the vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services. It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the City unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **ANTI TRUST** Vendor and purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the purchaser. Therefore, vendor hereby assigns to the purchaser any and all claims for such overcharges.
19. **DEFAULT** Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the vendor, and the vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the purchaser all costs, expenses expended by the purchaser in connection therewith, and reasonable attorney's fees. The vendor agrees that the jurisdiction for any suit is the State of Wisconsin.
20. **BRANDS** When a specific brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
21. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**