

CITY OF GREEN BAY

REQUEST FOR PROPOSAL



RFP #: 2023-36

Title: Public Art For Farlin Park

City Agency: Community & Economic Development Department

Due Date: September 07, 2023, 2:00 PM (CT)

CC: 003-052-00, 018-961-04, 018-962-07

Table of Contents

1	NOTICE TO PROPOSERS.....	1
1.1	Summary.....	1
1.2	Important Dates.....	1
1.3	Format.....	1
1.4	Labeling.....	1
1.5	Delivery of Proposals.....	1
1.6	Appendix A: Standard Terms & Conditions.....	2
1.7	Appendix B: Sample Contract for Purchase of Services.....	2
1.8	Multiple Proposals.....	2
1.9	City of Green Bay Contact Information.....	2
1.10	Inquiries, Clarifications, and Exceptions.....	2
1.11	Addenda.....	3
1.12	Bid Distribution Networks.....	3
1.13	Oral Presentations/Site Visits/Meetings.....	3
1.14	Acceptance/Rejection of Bids.....	3
1.15	Withdrawal or Revision of Proposals.....	3
1.16	Subcontracting or Third Party Payments.....	4
1.17	Non-Restrictive Specifications and Vendor Alternates.....	4
1.18	Non-Material and Material Variances.....	4
1.19	Public Records.....	4
1.20	Contract Quantities.....	5
1.21	Submission Requirements.....	5
1.22	Proposal Evaluation.....	6
1.23	Proposal Scoring Criteria.....	6
1.24	Award & Final Offers.....	6
1.25	Partial Award.....	6
1.26	Negotiate Contract Terms.....	6
1.27	Cost Proposal.....	7
1.28	Tax Exempt.....	7
1.29	Appeals Process.....	7
1.30	Proposers Responsibility.....	7
1.31	Ownership & Copyright.....	7
2	DESCRIPTION OF PROJECT.....	8
2.1	Background.....	8
2.2	Eligibility.....	9
2.3	Budget.....	9
2.4	Project Overview.....	9
2.5	Project Description + Site Improvements.....	10
2.6	Pre-Bid Conference/Site Visit.....	10
2.7	Conceptual Requirements.....	10
2.8	Scoring Criteria.....	11
2.9	Insurance Requirements.....	12
2.10	Term.....	12
3	REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS.....	16
	Form A: Signature Affidavit	
	Form B: Receipt of Forms and Submittal Checklist	
	Form C: Vendor Profile	
	Form D: Bid Offer Form	
	Form E: References	
	Appendix A: Standard Terms & Conditions	

1 NOTICE TO PROPOSERS

1.1 Summary

The City of Green Bay ("City") Community & Economic Development Department is soliciting Proposals from qualified vendors for Public Art For Farlin Park. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

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

RFP Issue Date: 08/14/2023
Questions Due Date: 08/24/2023
Addendum Posted Date: 08/25/2023
Due Date: September 07, 2023, 2:00 PM (CT)

1.3 Format

The City will not consider illegible Proposals.

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

Please include one (1) original and three (3) copies of your Proposal. Please also include an electronic version of your proposal on a USB flash drive.

Complete and return Forms A through F and any mandatory forms to the City of Green Bay Purchasing Department with your submittal.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), and index/table of contents, attachments, or dividers). One page shall be interpreted as one side of single-spaced, typed, 8 1/2" X 11" sheet of paper. Excess pages will be removed prior to evaluation, which could result in incomplete responses and subsequent lower scores.

1.4 Labeling

All Proposals must be clearly labeled:	Proposer's Name and Address
	RFP #: 2023-36
	Title: Public Art For Farlin Park
	Due: 09/07/2023, 2:00 PM (CT)

All email correspondence must include RFP #2023-36 in the subject line.

1.5 Delivery of Proposals

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

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

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

1.6 Appendix A: Standard Terms & Conditions

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

1.7 Appendix B: Sample Contract for Purchase of Services

This section intentionally left blank

1.8 Multiple Proposals

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

1.9 City of Green Bay Contact Information

The City of Green Bay
Purchasing Department
administers the procurement
function:

Troy Van Handel
City of Green Bay Purchasing Department
100 North Jefferson St. – Room 101
Green Bay, WI 54301
PH: (920) 448-3049
FAX: (920) 448-3050
purchasingag@greenbaywi.gov

Contacting City staff outside of the Purchasing Department regarding this RFP without written consent from the Purchasing Department may result in your proposal being rejected.

1.10 Inquiries, Clarifications, and Exceptions

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

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

Proposers 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 addenda and include their provisions may result in disqualification.

1.12 Bid Distribution Networks

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

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

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

Home Page: www.demandstar.com

1.13 Oral Presentations/Site Visits/Meetings

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

1.14 Acceptance/Rejection of Bids

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

1.17 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 the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their quote, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. Failure to identify exceptions or deviations in this manner may be a basis to declare the quote as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFP prevents you from offering a proposal, 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 nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 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 bid 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 within this RFP 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 Submission Requirements

For proposals to be considered for evaluation, Artists must submit a proposal that includes the following TABS with detailed information requested per TABS below.

TAB 1 - Statement of Interest:

- Not to exceed two (2) pages. Address your response to this project opportunity, experience, philosophy, and statement of approach. The letter should provide a description of how your professional background relates to this art project and materials you usually utilize. Briefly describe your interest in this public art commission for the City of Green Bay and what you can bring to this project.

TAB 2 - Current Resume(s) and Support Materials:

- Not to exceed two (2) pages. Include artist's training and professional experience plus additional support material of press clippings or other relevant materials on past projects.

TAB 3 - Representative Work and Documentation:

- Not to exceed ten (10) pages. Up to ten (10) previously completed projects that show relevance to this project. Briefly describe images, including budget for projects, title, completion dates, dimensions, media, location and other essential information.
- Images must be JPEG format, 1920 pixels maximum on the longest side, 72 dpi, with compression settings resulting in the best image quality under 2MB file size.

TAB 4 - Image Index for Representative Work:

- An annotated image list, clearly labeled with your full name and information and a numerical listing for each image, the title of the work, budget, year completed, dimensions, and media. Please use the document: Image List located at the end of this RFP.

TAB 5 – Proposed Artwork and Site/Landscape Plan:

- Not to exceed four (4) pages. Proposed design must include a scaled plan of the proposed location. Design must also include perspectives of the concept, information regarding materials, colors and other relevant details.

Site/Landscaping Plan: Include concept images of the sculpture and landscaping and show all design features to create a space for the sculpture. Site plan must also include information regarding the updated landscape, sizing, suggested plantings, and any other relevant details.

TAB 6 – Sculpture Maintenance Plan and Project Budget

- Not to exceed one (1) page. Brief explanation of intended sculpture maintenance plan and itemized project budget.

1.22 Proposal Evaluation

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

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

1.23 Proposal Scoring Criteria

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. 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.

Proposals will be scored using the following criteria: (see Section 2.10)

DESCRIPTION	POINTS
Design Aesthetic + Concepts	60
Technical Considerations	25
Quality of Proposal/Presentation	15
TOTAL	100

1.24 Award & Final Offers

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

1.25 Partial Award

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

1.26 Negotiate Contract Terms

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

1.27 Cost Proposal

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

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

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

1.28 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.

1.29 Appeals Process

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

The written notice of protest must be filed with the Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 101, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

1.30 Proposers Responsibility

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

1.31 Ownership & Copyright

Artists selected to create the art feature will be required to confirm in writing that they are the original creators of their designs, have not copied anyone else's designs and that their design does not infringe on anyone else's intellectual property rights.

The City shall have ownership and possession of all final products including all finalist concept designs and shall have the exclusive right to display the work, merchandise and make reproductions of the work. Any contract under this program shall recognize the unique responsibilities of a municipality by including a consensual modification of the applicable provisions of the Visual Artists Rights Act of 1990 (17 U.S.C. §106A). However, with the consent of the City Attorney and the approval of the Green Bay Public Arts Commission, the Public Arts Coordinator may enter into an agreement with an artist that does not waive any of the artists VARA rights when the benefits of doing so outweigh the risks of proceeding without the modifications of VARA rights.

2 DESCRIPTION OF PROJECT

2.1 Background

The City of Green Bay is seeking artistic sculptures, amenities and/or landforms that will enhance and complement the new updates taking place at Farlin Park located at 1137 Vanderbraak Street, Green Bay. Artwork must be vibrant and timeless and make a fun and whimsical statement. A total of \$50,000 is available for new commissions or existing works. The City is offering suggestions to be incorporated into the design, but is leaning on the artists creativity to bring the “blank canvas” at Farlin Park to life.

About The Green Bay Public Arts Commission (GBPAC)

The Green Bay Public Arts Commission (GBPAC) focuses on the creation and preservation of public art within Green Bay, and ensuring equal access for all to enjoy and engage with public art. The GBPAC exists to fund artistic activities and support cultural programs that integrate and advance arts and culture as an essential part of life in Green Bay. The GBPAC is a five-member commission appointed by the Mayor to advise the City on matters of arts and culture.

Public art is any art form that is readily available for the public and is unimpeded by barrier or entry.

Public art includes work on both public and/or private property and can be permanent or temporary.

About The City of Green Bay Parks, Recreation & Forestry

Green Bay Parks, Recreation & Forestry promote wellness and energy through dynamic programs and attractive community spaces.

Scope of Work: Commissioned Work

- Prepare design details, budgets, and concepts detailing every physical feature of the artwork(s) and its integration within the site.
- Work with City staff to finalize aesthetic design, fabrication methods and materials for Wisconsin’s outdoor environment.
- Coordinate with City staff on artwork footing and lighting, if any.
- Create a presentation for the Public Arts Commission for review and approval.
- Fabricate, deliver, and install the sculpture(s) on schedule.
- Complete a description of regular and long-term maintenance and the specifications for replacement of electronic components, if any. Material and color samples to be provided.
- Participate, as requested, in community outreach and dedication events.
- Other scopes of work that may be required by the City.

Scope of Work: Purchase Existing Work

- Except for fabricating the artwork design, scope of work includes all the scope in Commissioned Work above.
- If necessary, modify the artwork or artwork structure for installation and site needs for footing/landscaping.

2.2 Eligibility

The project is open to all professional artists located in the continental U.S.A., age 18 and over, regardless of race, color, religion, national origin, gender, age, marital status, or physical or mental ability. Applications will be accepted only from artists whose works is being submitted in response to this RFP. Applications submitted by third parties such as galleries, art consultants, family members, etc. will not be considered. City of Green Bay employees, as well as Commission members and their immediate family members are not eligible for participation.

2.3 Budget

The total project budget is \$50,000. The City reserves the right to split this budget between multiple artists/artist teams. The budget may cover but is not limited to artist's fee, purchase price, travel during fabrication and installation, materials, fabrication, conceptual design of artwork, layout/landscaping, transportation, insurance.

2.4 Project Overview

Artists can present past work for a new commission and propose the sale of existing work. Existing sculptures (or new commissions) must be resistant to Green Bay's fluctuating weather conditions.

The City of Green Bay is interested in commissioning the creation and/or purchasing of sculptures to complement new updates taking place in Farlin Park. The sculptures should be vibrant, colorful, and integrate the landscaping and Euroflex Balls into their design, inviting and welcoming people visiting the park.

The Call to Artists will generally be awarded to the responsive and responsible Artist or Artist team whose design is selected by the Commission and submitted to the Common Council with a recommendation of approval. The selected Artist or Artist team will be expected to enter into an agreement with the City for a sculpture(s) in an amount not to exceed \$25,000.00. The selected Artist(s) will be responsible for the creation and delivery of the final work.

Public Art Goals

The City would prefer sculptures, amenities and landforms that have the following elements and compliment the following goals:

- Uniqueness.
- Vibrant colors
- Stands out day and night (may be lit).
- No water features.
- Ability to stand up to a variety of weather conditions.
- Artwork intentionally incorporates the landscape and park provided amenities into the design.
- Use art to highlight and celebrate the natural environment within Farlin Park. Artists are encouraged to explore and integrate their artwork into the landscape of the park and have the landscaping contribute to the artwork.
- Artists are encouraged to explore the themes including but not limited to native flora, fauna, pollinators, birds, and the importance of caring for endangered species - specifically our local

pollinators. The artist may find inspiration for their design by spending time in this park, utilizing resources provided in this document, or talking with staff.

- Create fun and whimsical features that can be enjoyed by park patrons of all ages.
- Celebrate the role that art and artists play in our community and in our economy.

2.5 Project Description + Site Improvements

The sculptures, amenities and landforms must be durable, safe for children, and require minimal ongoing maintenance. Green Bay experiences four distinct seasons ranging in temperature and precipitation from hot and humid summers to cold snowy winters. Problems with rust and fading should be avoided. The footings for the sculptures will be designed and constructed by the City based off of artist recommendations/conceptual designs once Phase 2 of the park developments are underway. Conduits may be made available if lighting is part of the final sculpture design.

The Farlin Park updated site plan includes many recommended updates to the park including adding a new splash pad, moving the basketball courts, and incorporating pickleball courts, as well as eventually incorporating a circular walking trail and regrading/reshaping some of the hillocks currently in the park.

2.6 Pre-Bid Conference/Site Visit

While attendance is not mandatory, each Vendor wishing to submit a proposal may visit the site for inspection to view the scope of work & specifications. Vendors shall be responsible for all items identified in the specifications as well as additional items that may be identified. Before submitting a Proposal for this work, the Vendor may examine the project area and familiarize himself/herself with the location and specifications, to determine for him/her the difficulties that will be encountered in the pursuit of the work.

2.7 Conceptual Requirements

The City of Green Bay Parks Department is seeking artwork to be incorporated with the updated landscaping as well as underutilized park amenities.

The Farlin Park Concept Plan depicts improved hillocks within the park. The Parks Department is interested in having artwork that takes the landscape into account and incorporates the newly designed hillocks into the overall artwork design. Images of the current hillocks within the park can be found below. Parks staff would like to see an artist designed space and recommended reshaping of these hillocks. Improved hillocks within the image above are just an example – artists are encouraged to re-design the hillocks to incorporate into their artistic vision. Please note, not all hillocks need to be updated/improved. The City would like to maintain clear lines of vision within the park as much as possible. There are currently twelve (12) hillocks measuring roughly 5ft tall by 30 feet.

Residents and visitors of the park currently use the hillocks for play and recreation. The City would like to maintain this amenity for patrons to take advantage of. In addition to functioning as an enjoyable space for park patrons, updated hillocks may also function for hill-topping. To learn more about the importance of hill-topping for many pollinators, visit: [https://en.wikipedia.org/wiki/Hill-topping_\(biology\)](https://en.wikipedia.org/wiki/Hill-topping_(biology))

Potential Materials and Amenities

In addition to updating the landscape within the park, the City of Green Bay Parks Department has twenty-one (21) Bright Red (RAL 3017) Euroflex Balls available to be incorporated into the artwork display/landscaping plan. Euroflex Ball and Half Balls are unique design elements that can function as playing surfaces, seating, partitioning or decorative borders. An example image can be seen below.



The amount and specs for the available Euroflex Balls are listed below.

- 8 – Euroflex Full Ball, Small (345 mm)
- 3 – Euroflex Half Ball, Small (345 mm)
- 3 – Euroflex Full Ball, Medium (500 mm)
- 1 – Euroflex Half Ball, Medium (500 mm)
- 6 – Euroflex Half Ball, Large (695 mm)

Artists are encouraged to incorporate these into their artwork design/landscaping proposal. Additional example photos and material specs can be found on the product webpage: <https://goric.com/all-products/balls-and-half-balls/>

2.8 Scoring Criteria

The evaluation committee will recommend awarding the final agreement(s) based on its evaluation of the sculpture proposals and the criteria listed below. The City of Green Bay reserves the right to withhold the art sculpture award recommendation if it should not find satisfactory sculpture(s).

Design aesthetic and concepts: 60 points

- Artistic merit of concept to include meaning of the proposed sculpture(s) and theme.
- Style and Appropriateness: Demonstrate that the sculptures are compatible in relationship to the landscape, and that the sculptures complement the area and the provided park amenities.
- Integration of Design: Proposal fully and thoughtfully integrates all elements including but not limited to: artwork, landscape and Euroflex Balls within the space to create an inviting and playful environment.

Technical considerations: 25 points

- Feasibility: Including the Artist's artistic history and experience in completing public art projects within the timeline and budget, as well as the sustainability of the sculpture.
- Safety and Maintenance: The sculpture should be durable and resistant to theft and/or vandalism. Materials should require minimal periodic maintenance and be readily available if conservation or restoration is necessary. Protection against vandalism.

Quality of Proposal/Presentation: 15 points

- The Proposer must demonstrate experience in providing the type of Services requested.
- Written Proposals should be brief, presented in logical order, and contain the information requested herein and may be accompanied by any additional materials necessary to convey the appropriate experience.

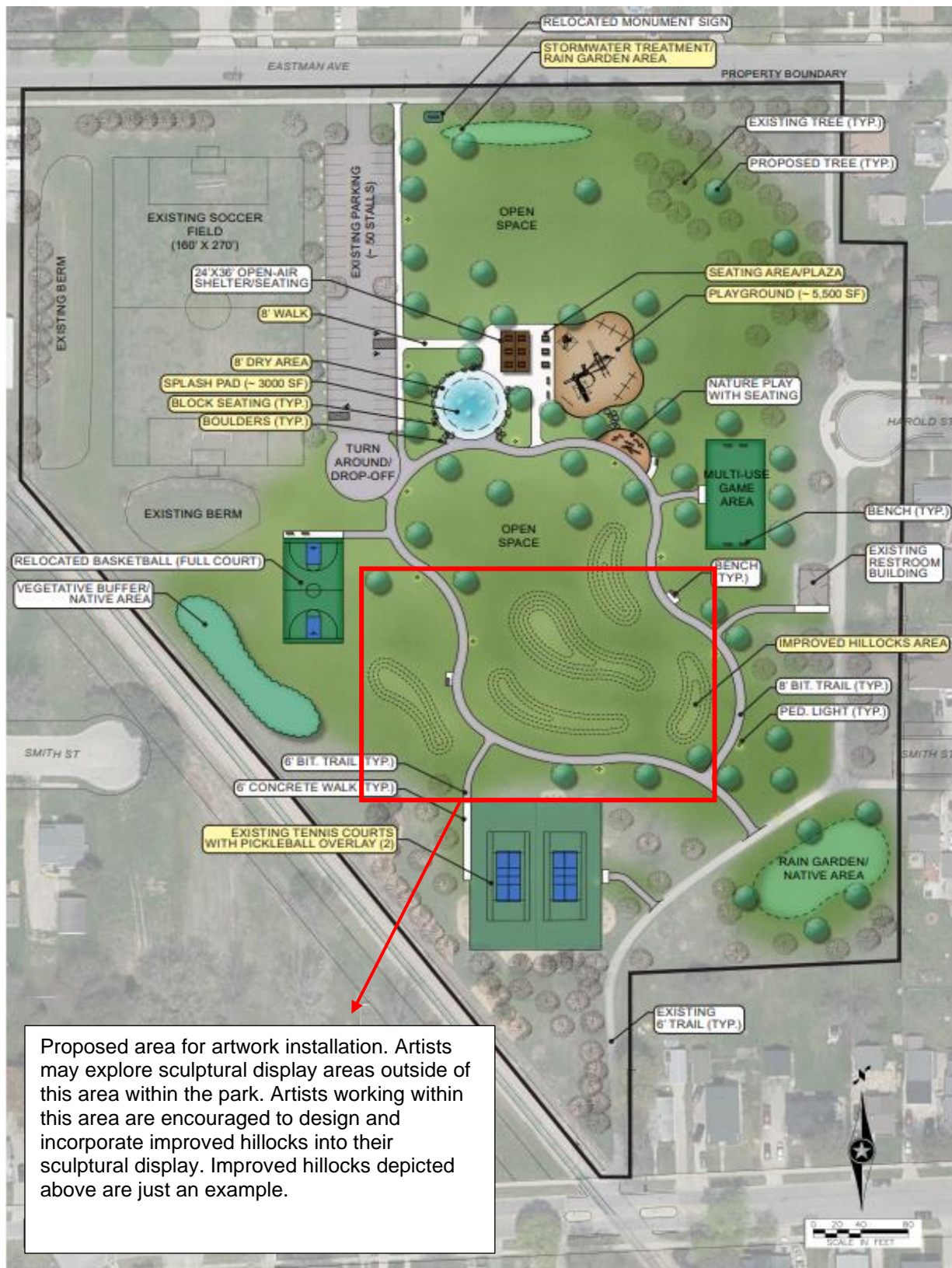
2.9 Insurance Requirements

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

2.10 Term

Refer to Standard Terms and Conditions Document

Image of Farlin Park Master Plan



Images of Current Site



Inspirational Photos of Landscape Artwork



Hidden Dimension, Malgorzata Lisiecka



Wavefield, Maya Lin



Seed Feast, Helen Law



Minneapolis Courthouse Plaza, Martha Schwartz Partners

3 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF PROPOSALS

In order for your proposal to be considered, the following forms/information must be completed and submitted as part of your proposal response. Failure to provide these forms/information with your proposal submittal may disqualify your proposal.

1. Image List
2. Form A- Signature Affidavit
3. Form B- Receipt Forms and Submittal Checklist
4. Form C- Vendor Profile Information
5. Form D- Designation of Confidential & Proprietary Info
6. Form E- Cost Proposal
7. Form F- References



Required Image List

RFB #: 2023-36

This form must be returned with your response

Artist Name: _____

Email Address: _____

Image File #	Title of Work	Budget	Year Completed	Dimensions	Medium



Form A: Signature Affidavit

RFB #: 2023-36

This form must be returned with your response.

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

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

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

Has your company ever been debarred? _____ No _____ Yes (if yes, please explain)

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFB #: 2023-36

This form must be returned with your response.

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

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

COMPANY NAME



Form C: Vendor Profile Information

RFB #: 2023-36

This form must be returned with your response.

COMPANY INFORMATION

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

ORDERS/BILLING CONTACT

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

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

PROCUREMENT CARD (P-CARD)

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: <i>The City does not pay service charges.</i>	YES _____ or NO _____ (check one)
--	--

The City of Green Bay has implemented a Procurement Card (P-Card) Program. Bidders 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 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: Designation of Confidential & Proprietary Info

RFB #: 2023-36

This form must be returned with your response.

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

<u>Section</u>	<u>Page</u>	<u>Topic</u>

NOTE: Proposers are cautioned that the entire proposal may not fall within the confines of the pledge of confidentiality. The above designation(s) of confidentiality in no way guarantees that designated information will be kept confidential. Under the provision of the public records law, proposer is not entitled to notification prior to release of information, and is not entitled to go to court to block disclosure of any portion of the proposal.

If the city agrees with proposer’s designation of trade secret or confidentiality and the designation is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of trade secret or confidentiality.

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

SIGNATURE (Authorized Representative)	
NAME (Please Print)	EMAIL
COMPANY NAME	TELEPHONE NUMBER
TITLE	DATE

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

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

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



Form E: Bid Offer Form

RFB #: 2023-36

This form must be returned with your response.

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

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

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

Item No.	DESCRIPTION OF ITEMS	Unit Cost (USD)	Extended Cost (USD)
TOTAL COST			

COMPANY NAME (Make sure to use your complete, legal company name.)			
ADDRESS	CITY	STATE	ZIP
LEAD TIME (Upon receipt of order)			
PAYMENT TERMS (Net 30) Yes _____ No _____ Other _____			
EARLY PAYMENT DISCOUNT (Special Terms)			



Form F: References

RFB #: 2023-36

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			



Appendix A City of Green Bay Solicitations Standard Terms and Conditions

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.

Purchase Order. A City Purchase Order or other Contract may be issued to the awarded Vendor and shall constitute the entire agreement of the City and Vendor and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City following issuance of the Purchase Order.

If a Purchase Order is not executed, this Request for Bids Standard Terms and Conditions, the City's published Request for Bids, and the version of the Vendor's bid that was accepted by the City, shall constitute a contract and will be the entire agreement.

Bid Selection. This Request for Bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this Request for Bids at any time without prior notice. The City reserves the right to accept or reject any or all bids submitted, without indicating any reasons for such rejections(s), in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. The City may require the Vendor to participate in negotiation and to submit such additional price or technical or other revisions to its bids as may result from negotiation. The Vendor shall be responsible for all costs incurred as part of its participation in the pre-award process.

Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Vendors are required to complete the Vendor Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.

Price Proposal. All Vendors are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the Vendor may include product literature and specifications. The price quoted will remain firm throughout each contract period. If price escalation/de-escalation clause is required that will be negotiated into Contract Terms.

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 that are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.

Pricing and Discount. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.

F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may affect acceptance of submittals.

Award. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible Vendor in compliance with the specifications and requirements of this solicitation. Award will be made to the responsible and responsive Vendor whose bid is most advantageous to the City with price and other factors considered.

Responsiveness is defined as the Vendor's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

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

The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.

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

Specifications.

All Vendors must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the Vendor/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Vendors are cautioned to avoid bidding alternates that do not meet specifications, which may result in rejection of their bid/proposal.

Warranty. Unless otherwise specifically stated by the Vendor, products shall be warranted against defects by the Vendor for one (1) year from the date of receipt. If Vendor or manufacturer offers warranty that exceeds one year, such warranty shall prevail.

Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos, digital files, and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

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

Item Return Policy. Vendor will be required to accept return of products ordered in error for up to thirty (30) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Vendor Response Sheet, your return policy.

Payment Terms and Invoicing.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address will be shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address. Vendor must state its ability to invoice within 60 days after the last day of service or after delivery.

Vendors shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice,

whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

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 Vendor's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

Nondiscrimination. A Vendor must state that it will agree to the following statement: *During the term of this Contract, the Vendor, and the employees, representatives, agents, and/or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.*

The City supports and encourages Minority Business Enterprises (MBE), veterans, and disadvantaged businesses to participate in City bidding processes.

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

Contractor Status. Vendor must identify in writing its status as state or federal contractor, including any previous actions, including but not limited to, debarment as a contractor or listing as an entity excluded from federal procurement and non-procurement contracts.

Indemnification. A Vendor must state that it will agree to an indemnification clause that will read: *Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives, and volunteers."*

Contractor shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

If Contractor employs other persons, firms, corporations, or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Open Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and other communications may be subject to public disclosure. The Vendor may request records be identified as trade secret pursuant to Wis. Stat. 19.36(5). The request for trade secret status must be made in writing at the time the record is submitted.