SOLICITATION FOR SEALED BIDS

The Green Lake County Highway Department located at 570 South Street, Green Lake, WI will on Thursday, September 19, 2019 at 9:00 am be receiving and opening bids for:

CONSTRUCTION OF
HIGHWAY STORAGE BUILDING
LOCATION: N1906 STH 73 MANCHESTER, WI 53946

- Bid opening begins at 9:00 am; and must be submitted by the specified opening time.
- No facsimile or E-mail bids will be accepted.
- Bids must be marked “Highway Storage Building” on the lower left corner of envelope.
- **Scope of Work:** Contractor will be responsible for the concrete foundation and construction of a 50’ x 80’ post framed steel sided structure mounted on 3’ concrete walls, insulated and steel lined. The work under contract shall consist of providing all work, labor, equipment and supervision to complete the building project, in accordance with project plans and specifications. Building materials will be furnished on site by Green Lake County.
- Completion date for total project, December 1, 2019.
- Any changes/modifications to the project requires approval in writing with the Highway Commissioner. There shall be nothing implied in the project that indicates future work for the awarded contractor beyond the scope of this project in accordance with the project plans and specifications.
- **Bidder must supply:** Name, telephone number and physical address of contractor; copy of the company’s Wisconsin State Contractors license number; copy of the company’s business license; and estimated time of completion.
- Successful bidder must be an equal opportunity employer that does not discriminate against any individual due to race, color, religion, gender, age or national origin in regards to employment, compensation, promotion and discipline.
- Project Plans and Specifications may be found on Green Lake County Website: [www.co.green-lake.wi.us](http://www.co.green-lake.wi.us) under the County News Board.
- Request for additional information can be directed to Green Lake County Highway Commission, 570 South Street, Green Lake, WI 54941. Telephone: 920-294-4060, Email: glchwy@co.green-lake.wi.us.

Any and all bids will be considered. The Highway Commission reserves the right to reject any and all bids and accept such bids as may be most advantageous to Green Lake County.

The selected bid will be subject to the attached Green Lake County Standard Terms and Conditions (Request for Bids, Proposals, and Contracts).

By Order of the Green Lake County Highway Commission.

Barry Mashuda
Highway Commissioner
GREEN LAKE COUNTY
STANDARD TERMS AND CONDITIONS
(Request for Bids, Proposals, and Contracts)

1. APPLICABILITY. The terms and conditions set forth in this document are adopted by Green Lake County (“County”), a municipal corporation in Wisconsin, and apply to Request for Proposals (RFP), bids, and all other transactions whereby Green Lake County acquires goods or services, or both. Any person or entity who submits bids or offers to Green Lake County is hereafter referred to as “Contractor”.

2. ENTIRE AGREEMENT. These Standard Terms and Conditions shall apply and be fully incorporated into any contract subject to these terms and conditions. Said written contracts, which will be required, with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective of binding unless agreed to in writing by the county. Unless otherwise stated in an agreement, these Standard Terms and Conditions supersede any other terms and/or conditions applicable to this agreement.

3. SPECIFICATIONS. The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level that is desired. When alternates are proposed, they must be identified by manufacturer, stock number and/or such other information necessary to establish equivalency. Green Lake County shall be the sole judge of equivalency.

4. DEVIATIONS AND EXCEPTIONS. Deviations and exceptions from terms, conditions or specifications shall be described fully on the contractor’s letterhead, signed and attached to bid or proposal. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the contractor shall be held liable for any damages or injuries resulting from any deviation or exceptions.

5. QUALITY AND QUANTITY. Unless otherwise noted in the request, all materials shall be first quality and no pre-owned, obsolete, discontinued, or defective materials shall be used unless the county agrees in writing. The quantities shown on the request are based on estimated needs and the county reserves the right to increase or decrease quantities to meet actual needs.

6. ACCEPTANCE AND REJECTION. Green Lake County reserves the right to accept or reject any or all bids, including bidder’s unwillingness to enter into a written contract and bidder’s failure to comply with applicable bidding laws; to waive any minor technicality in any bid submitted; and to accept any part of a bid as deemed to be in the best interests of Green Lake County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the county an option valid for 60 days after the submission date to the county. Bids may be dated and time stamped by the appropriate department on or before the date and time that the bid is due. Actual receipt of the bid is necessary and timely deposit in the mail is not sufficient.

7. METHOD OF AWARD. Unless otherwise allowed by law, awards will be made to the lowest responsible, responsive bidder who conforms to the applicable specifications, terms, and conditions that is in the best interests of Green Lake County. Either written or oral notice of award to the successful bidder will be considered sufficient notice of acceptance.

8. PAYMENTS. Unless otherwise agreed, Green Lake County will pay properly submitted invoices within thirty (30) days of receipt of goods and services. Payment will not be made until the goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment shall be submitted in accordance with the agreed upon terms.
9. WAIVER OF DEFAULT. In no event shall the making of any payment or acceptance of any service or product required by this agreement constitute or be construed as a waiver by Green Lake County of any breach of the covenants of the agreement or a waiver of any default and does not impair or prejudice the right to the recovery of damages or other remedies.

10. GUARANTEED DELIVERY. Failure to adhere to the delivery scheduled as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

11. APPLICABLE LAW AND VENUE. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and venue for any legal action between the parties shall be in Green Lake County. Contractor shall at all times and at their sole responsibility abide by any and all state and local statutes, ordinances, rules and regulations applicable to the provisions of goods or services to be provided, including, but not limited to, prevailing wage, payment and performance bonds, and bidder’s certification.

12. ASSIGNMENT/DELEGATION. Neither party shall assign or delegate any rights, interests, or duties under this agreement unless all parties consent in writing.

13. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the County, its officers, agents, employees and members, of and from any and all claims, demands, actions, causes of action, including costs and attorney’s fees, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder. In no event shall Contractor or any other party to this agreement including parties which may claim to have a direct or indirect reliance on Contractor’s services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause unless caused by or resulting from Contractor’s gross negligent conduct or willful misconduct. All indemnifications and limitations of liability will survive the termination of this agreement.

14. INDEPENDENT CONTRACTOR. The County retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor shall determine the means, methods, personnel, and resources necessary to accomplish the objectives of the Agreement. The Contractor is not an employee of the County. The Contractor may utilize subcontracted services subject to limitations established in this Agreement and law. The Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. County and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor’s agents or employees are in any manner employees of the County.

15. INSURANCE. The Contractor shall purchase and maintain insurance, including Worker’s Compensation insurance, to protect itself from any and all claims deriving from the work or services provided under this Agreement. The Contractor shall purchase and maintain insurance to protect itself from claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of tangible property including loss or use resulting therefrom and from claims arising out of the performance of this Agreement by the Contractor.

16. WARRANTY. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the contractor for one (1) year from the date of receipt. An equipment manufacturer’s standard warranty shall apply as a minimum and must be honored by the contractor.

17. CANCELLATION. The county reserves the right to terminate any agreement due to non-appropriation of funds or failure of performance by the contractor. This provision shall not relieve the county of its responsibility to pay for services or goods provided or furnished to the county prior to the effective date of the termination.
18. RECORDS. The county intends to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. The county and the contractor shall comply with the Wisconsin Public Records Law, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated to the county by the contractor. In the event contractor receives a request to release data, the contractor must immediately notify the county. If the contractor asserts any records of its business practice are protected from disclosure by law, the county will not release such records without first notifying the contractor of the request and affording the contractor an opportunity to challenge the requester’s right to access such records. The entire burden of maintaining and defending such protection shall be upon the contractor. The contractor acknowledges and agrees that if the contractor shall fail to initiate the appropriate legal action in a timely manner to prevent disclosure or is unsuccessful upon such a request, the county shall be obligated to and will release the requested records.

19. WAIVER. Any waiver by either party of a breach of any provisions of this agreement shall not affect, in any respect, the validity of the remainder of this agreement.

20. SEVERABILITY. Any enforceable portions of this agreement shall be enforced even though other portions of the agreement may be deemed unenforceable.