

OUTAGAMIE COUNTY
REQUEST FOR BID
FOR
TILE AND CEILING REPLACEMENT
AT
BREWSTER VILLAGE

Due Date: October 29, 2024 – 1:00 PM CT

1.0 **Scope of Work**

Outagamie County is requesting bids from qualified contractors for tile and ceiling replacement in one of the bathing suites of the Atrium 1 Cedars neighborhood of Brewster Village. Brewster Village is located at 3300 W Brewster St in Appleton, WI.

Reference the following drawings and specifications regarding the project scope which shall be included in the lump sum bid price-

- Specification Manual: McMahon Associates Project No. O0002-06-24-00136 dated September 23, 2024 (67 pages).
- Drawings: McMahon Associates Project No. O0002-06-24-00136 dated September 23, 2024 (4 pages).
- Contractor will be responsible for meeting all state and local codes relating to the project.
- McMahon and the County will be responsible for the plan submittal to the State and associated costs. Contractor will be responsible for all other required permits (and associated fees).
- Work hours will be Monday – Friday (with the exception of holidays) from 8:00am – 5:00pm CT.

Project specifications may state a longer warranty on some components of this project, however the entire project must include a one year warranty for workmanship and materials.

2.0 **Site Visit**

There will not be a formal site tour. Any contractor who would like to see the site shall reach out to Brandon LaMaide (contact information in Section 8.0) to arrange a time to view the site. Contractors just showing up without an appointment will not be accommodated.

3.0 **Timeframe for Completion**

A PO will be issued by end of day November 1, 2024. The awarded contractor must achieve final completion by 3:00 pm March 7, 2025. Failure to complete in this timeframe will result in a liquidated damages penalty of \$100.00 per calendar day past March 7th.

5.0 **Insurance, Indemnification & Responsible Bidder**

Reference Attachment A for the requirements of the awarded bidder. This form must be completed and returned with your bid. However, only the awarded contractor will need to supply their Certificate of Insurance.

6.0 **Project Terms**

Any deviation from said specifications must be approved in writing by a representative, as referenced in Section 8.0, of Outagamie County.

Owner's Right to Stop Work

If the contractor fails to correct Work which is not in accordance with the requirements of this RFB or fails to carry out Work in accordance with RFB, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop Work shall not give

rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

Owner's Right to Carry Out Work

If the Contractor defaults or fails or neglects to carry out the Work in accordance with the RFB, or fails to perform a provision of the RFB, the County, after 10 days' written notice to the Contractor and without prejudice to any other remedy the County may have, may make good such deficiencies and may deduct the reasonable cost thereof. Including County's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

Labor and Materials

Unless otherwise provided in the RFB, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor shall deliver, handle, store and install materials in accordance with manufacturer's instructions.

Assignment

Neither party shall assign the project without written consent of the other.

Governing Law

The Work shall be governed by the laws of the State of Wisconsin. Any lawsuits arising out of disputes under this award shall be considered and tried in Outagamie County, Wisconsin.

Termination by the County

The County may terminate the project if the Contractor:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the contractor and the Subcontractors;
3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of substantial breach of a provision of this agreement.

Contractors shall maintain an organized work area and site clear any items related to the project at the end of each workday. Outagamie County will provide some secure storage space for overnight storage of tools and construction items.

7.0 References

Provide references of a minimum of three and maximum of five similar projects. Include the company name, contract name and telephone number as well as a brief project description. References provided shall be in the healthcare field if possible.

8.0 Contact Information

Site Information / Technical Specifications

Brandon LaMaide, Facility & Operation Manager

(920) 225-1978

Brandon.Lamaide@outagamie.org

Bidding Policy & Procedure Information

Nicole Schoultz

Procurement Coordinator, Outagamie County

(920) 832-6083

Nicole.Schoultz@outagamie.org

9.0 Clarification and/or Revisions to the Specifications and Requirements

Bidder must examine the documents carefully and before submitting a Bid, may request additional information or clarification. A Bidder's failure to request additional information or clarification shall preclude the Bidder from subsequently claiming any ambiguity, inconsistency, or error.

The County is relying on the bidder to provide its professional (experience and expertise with regard to industry standards for the project being bid). If bidder believes specifications are not within industry standards, bidder must bring its objection or concern to the County's attention.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addendum prior to the Bid due date, such responses will be published on the County's website for all bidders to view. Bidders should rely only on the representations, statements or explanations that are contained in this document and any written addendum to this document. Where there appears to be a conflict between the document and any addendum issued, the last addendum issued will prevail.

It is the Bidder's responsibility to assure receipt of all addenda. All documents will be posted online at www.outagamie.org then Bids / Proposals. In addition, Bidder(s) may inspect the documents in the County's Purchasing Department. Upon posting, such addenda shall become part of the document and binding on Bidder(s).

10.0 County Reservation

- a. This bid request does not commit Outagamie County to make an award or to pay any costs incurred in the preparation of a response to this bid.
- b. The bid will become part of Outagamie County's files without any obligation on Outagamie County's part.
- c. The bid shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Outagamie County for any purpose.

- d. The vendor shall report to Outagamie County any manufacturer product price reductions, model changes, and product substitutions. No substitutions are allowed without prior approval from Outagamie County.
- e. Outagamie County has the sole discretion and reserves the right to cancel this bid and to reject any and all bids received prior to award, to waive any or all informalities and or irregularities, or to re-advertise with either an identical or revised specification.
- f. Outagamie County reserves the right to request clarifications for any bid

11.0 **Closing Date**

Outagamie County will receive sealed bids up to 1:00 p.m. CT October 29, 2024. Late bids will not be accepted.

Send bids using a commercial carrier or USPS to –

Outagamie County Purchasing
Attn: Nicole Schoultz
320 S Walnut St
Appleton, WI 54911

Hand delivery of bids:

Bids that are hand delivered must be deposited in the secure bid deposit box. This secure box is located inside the Door #1 entrance of the County Government Center located at 320 S Walnut St in Appleton. Box is located on the far or east side of the Door #1 entry vestibule. The secure bid deposit box is accessible Monday – Friday (excluding County observed holidays) from 7:30am – 5:00pm. Since this secure box is under 24x7 video surveillance, no bid receipt will be given.

The sealed envelope containing your bidder shall show the name of the bidder and must be clearly marked "**Bid – Tile & Ceiling**". Any bid or unsolicited amendments to a bid received after the closing date and time will not be considered.

Bids will be publically read at 1:00 pm on October 29th inside the Door #1 entrance of the County Government Center.

12.0 **Fax or Email of Bids**

Fax or email bids are not acceptable.

13.0 **Method of Procurement**

The method for this procurement is competitive sealed bid, pursuant to §66.0901 and Chapter 22 and 50 of the Outagamie County Code of Ordinances.

14.0 **Taxes**

Effective January 1, 2016 all materials used on this project is tax-exempt under Wisconsin State Statute 77.54(9m).

**OUTAGAMIE COUNTY BID FORM
TILE & CEILING REPLACEMENT**

Bid Due: October 29, 2024 - 1:00 p.m. CT

Deliver Bids To: Outagamie County Government Center
Attn: Nicole Schoultz - Purchasing
320 S Walnut St
Appleton, WI 54911
If hand delivering, see note in Section 11.0

Lump Sum Project Cost \$ _____

**Include the following with your bid -
References, Completed Attachment A**

Acknowledgement of Addendum

Addendum _____ Date Issued _____

Addendum _____ Date Issued _____

Firm Name: _____

Authorized Signature: _____

Print name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

E-mail: _____