

TOWN OF LA POINTE REQUEST FOR PROPOSALS
Emergency Medical Services Building
320 Big Bay Road
La Pointe, WI 54850
Published January 22, 2016

PROPOSALS ARE DUE: FEBRUARY 5, 2016 BY 4:00 P.M.
La Pointe Town Hall, 240 Big Bay Road, PO Box 270, La Pointe, WI 54850

I. PROPOSAL

1. DEFINITIONS:

“Town” is Town of La Pointe, Wisconsin

“Proposer” is an individual or business submitting a proposal to the Town

“Contractor” is one who contracts to perform services in accordance with a contract.

2. PURPOSE OF PROPOSAL

The Town of La Pointe is in need of replacing the 18-year old asphalt shingle roof on the Emergency Medical Services (EMS) Building located at 320 Big Bay Road, La Pointe, WI 54850.

Proposal Terms:

- A. The Town of La Pointe reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors that the Town may consider. The Town is not required to award a contract fully on the basis of any response made to the proposal; the Township reserves the right to consider proposals for modifications at any time before a contract may be awarded, and negotiations may be undertaken with that provider whose proposal is deemed to best meet the Township’s specifications and needs.
- B. The Town reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposal or contracting procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the Town to be in the best interests of the Town even though not the lowest proposal.
- C. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful proposer to accept the obligation of the proposal may result in the cancellation of any award.

- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's may be adjusted to allow for revisions. To be considered, **one (1) original proposal and three (3) copies** must be delivered to the Town Hall on or before the date and time specified on page 1 of this Request for Proposal. Faxed and emailed proposals will not be accepted.
- E. Proposals should be prepared simply and economically, providing a straight-forward concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected but must be initialed in ink by the person **signing** the proposal.
- F. A formal written contract will be executed between the Town and the awarded vendor before any work can begin.
- G. In the event the Town receives two or more proposals from responsive, responsible proposers, one or more of whom are Town vendors and the proposals are substantially equal in price and quality of service, the Town may award the contract to the most responsive and responsible Town vendor.
- H. The Town may reject all proposals for any reason or no reason.

II. PROPOSAL SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a proposal.

- A. Contractor's Qualifications, years in business, experience in providing the level and type of services specified in the proposal.
- B. Bank References with name and phone number of contact person.
- C. At least three (3) current references using similar services listed in the proposal. Include company name, contact name and phone number.

III. GENERAL SPECIFICATIONS

1. Roof Details - *All measurements below should be field verified. Accuracy is not guaranteed.*

Total Roof Area = 9,561 square feet

Number of Stories = 1

2. Site Details

Contractor to provide dumpster(s) for the project. Dumpster to be removed within 48 hours of job completion. Contractor will pay for any fees associated with the removal of the roofing materials/dumpster.

3. Roof Removal

Installation shall include:

- A. Full tear-off of the old shingles and underlayment
- B. Disposal of old shingles and underlayment
- C. Replacement of all vent boots (the drip edge is fine and if the tear-off is done carefully then the old drip edge can be left in place and reused)

4. Roof Replacement – General Requirements

- A. Replace any damaged plywood sheathing with the correct size CDX plywood
- B. Replace and install ice and water shield along gutter lines, valleys, and any areas where there is to be metal flashing including but not limited to chimneys, at least 5.5' wide from the edge
- C. Apply a layer of WinterGuard or an equivalent waterproofing shingle underlayment over the entire roof
- D. Apply one layer of shingle underlayment meeting ASTM D4869 over the required WinterGuard
- F. Install dimensional (architectural) asphalt roof shingle with a life/warranty of 25 years or greater, with color to be determined by Town. Shingles will comply with ASTM D25 or ASTM D 3462 and tested in accordance with ASTM D 7158

5. Cleanup

The municipal building is open to respond to emergencies and on an irregular basis, and holds scheduled meetings on certain evenings throughout any given month. Contractor must make appropriate accommodations.

- A. Clean-up of Town building parking lots and sidewalks of roofing material including but not limited to shingles, roofing felt, plywood, and nails, shall be continuous throughout the length of the project to ensure that the public can safely access the building.

- B. Upon completion of work, Town parking lots, sidewalks and yard shall be cleaned and cleared of any remaining roofing material including but not limited to shingles, roofing felt, plywood, and nails.
- D. Clean-up shall conform to all federal, state and local construction waste management laws and regulations.
- E. Disposal shall be the Contractor's responsibility. The Madeline Island Recycling Facility will not accept any roofing material.

IV. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement.

1. Contractor Responsibilities

- A. The Contractor is to report to the Town Foreman and/or designee and will cooperate and confer as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- C. All reports made in connection with these services are subject to review and final approval by the Town Foreman.
- D. The Town may review and inspect the Contractor's activities during the term of this contract.
- E. Lien waivers must be given for all subcontractors and materials purchased.
- F. Contractor is responsible for all expenses related to transportation of staff and materials and disposal of debris.
- G. Contract must secure all necessary permits according to local and state laws and regulations.

2. Personnel

- A. The Contractor will provide the required services and will not subcontract or assign the services without the Town's written approval.
- B. The Contractor will not hire any Town employee for any of the required services without the Town's written approval.

- C. The parties agree that the Contractor is neither an employee nor an agent of the Town for any purpose.

3. Indemnification Agreement

The Contractor will protect, defend and indemnify the Town, its officers, agents, assigns, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Town in connection with or in any way incident to or arising out of the occupancy, use service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

4. Insurance Requirements

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- A. Workers' Compensation insurance with Wisconsin statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- B. Commercial General Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The Town shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- C. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Pennsylvania No Fault insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- D. Contractor shall furnish the Town Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Town Administrator with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to the commencement of services under this contract, and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

5. Compliance with Laws and Regulations

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.

6. Interest of Contractor and Town

The Contractor promises that it has no interest which would conflict with the performance or services required by this contract. The Contractor also promises that in the performance of this contract, no officer, agent, employee of the Town or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

7. Equal Employment Opportunity

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

8. Prevailing Wage Rates

This project does not meet the threshold for prevailing wages.

9. Ownership of Documents and Publications

All documents developed as a result of this contract will be freely available to the public.

10. Assigns and Successors

This contract is binding on the Town and the Contractor, their successors and assigns. Neither the Town nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

11. Termination of Contract

Either party may terminate the contract without cause by giving thirty (30) days written notice to the other party.

12. Payroll Taxes

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Town against such liability.

V. TERMS AND CONDITIONS

1. Award:

The Town reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (see "Low Proposal" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service and other factors which the Town may consider. The Town does not intend to award a contract fully on the basis of any response made to the proposal; the Town reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the Town's specifications and needs.

2. Low Proposal:

A successful contract will be awarded by the response given on the Proposal Sheet to the most responsive and responsible respondent.

Term of Proposal:

The Proposal is for a six (6) month period from the date of award.

PROPOSAL SHEET - Emergency Medical Services (EMS) Building

Proposers are required to perform, provide and furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to complete the work.

Roof Removal \$ _____
(per Section III. General Specifications #3)

Roof Replacement \$ _____
(per Section III. General Specifications #4)

Cleanup \$ _____
(per Section III. General Specifications #5)

TOTAL COST \$ _____

SIGNATURE PAGE

Signature Company Name

Print Name Company Address

Title City, State, Zip

Telephone Federal Tax ID #

Email Address Fax #

The above individual is authorized to sign on behalf of company submitting proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.