# TOWN OF LA POINTE REQUEST FOR BIDS

La Pointe, WI 54850 Posted February 24, 2021

# BIDS ARE DUE: MARCH 23, 2021 BY 3:00 P.M.

Town Clerk
La Pointe Town Hall, 240 Big Bay Road, PO Box 270, La Pointe, WI 54850

<u>clerk@townoflapointewi.gov</u>

Bids will be opened at the 5:30 P.M. Town Board meeting on March 23, 2021

#### I. BID

#### 1. DEFINITIONS:

"Town" is Town of La Pointe, Wisconsin

"Bidder" is an individual or business submitting a bid to the Town

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

"RFB" is Request for Bid.

### 2. PURPOSE OF BID

The Town of La Pointe is in need of hiring a qualified contractor to paint the inside walls and ceilings of the Town Hall located at 240 Big Bay Road, located in La Pointe, WI 54850 (Madeline Island).

#### **Bid Terms:**

- A. The Town reserves the right to reject any or all bids for no reason.
- B. Bids must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful proposer to accept the obligation of the bid may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFB, addenda will be provided. Deadlines for submission of the RFB's may be adjusted to allow for revisions. To be considered, one bid must be to the Town Clerk or delivered to the Town Hall on or before the date and time specified.

- D. Bids should be prepared simply and economically, providing a straight-forward concise description of the contractor's ability to meet the requirements of the RFB.
- E. A formal written contract will be executed between the Town and the awarded contractor.
- F. In the event the Town receives two or more bids from responsive, responsible proposers, the Town may award the contract to the most responsive and responsible contractor based on previous history.

# **II. CONTRACTOR INFORMATION**

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

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

# **III. GENERAL SPECIFICATIONS**

# 1. Site Details

A. Please see attached floor plans for reference and square footage. The Town Hall is approximately 23,889 square feet, not including the lower level hallway. All ceiling heights are approximately 12.5 feet.

- B. Paint brand choices are as follows:
  - 1. Benjamin-Moore and Company
  - 2. Rust-Oleum Corporation
  - 3. Sherwin Williams

#### C. Color

Overall Wall and Ceiling Color – Moderate White SW6140, Acrylic Latex Eggshell OR similar from another brand.

D. Job must be completed by May 14, 2021.

E. The bidder shall, before submitting the bid, carefully examine the proposal, plans, specifications, and contract documents. The bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the contract. If successful, the bidder will be responsible for all errors in the proposal resulting from failure or neglect to comply with these instructions. The Town will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

# 2. Project Specifications

- A. The contractor shall provide all labor, materials, equipment, and supervision for the prep (clean, scrape and patch as needed) and painting of existing interior surfaces, i.e. walls and ceilings, two separate finish coats unless otherwise stated.
  - 1. Perform all preparation, including patching, and cleaning procedures in strict accordance with the paint manufacturer's instructions.
  - 2. Clean surfaces to be painted before applying paint or surface treatments. Schedule the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly painted surfaces.
  - 3. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place and not to be painted or provide surface protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
- B. The contractor shall furnish all ladders, planks, staging, scissor lift, ropes, etc., required for the proper execution of the work, and erect and place same in such a manner as not to interfere with normal Town Hall operations. Upon completion of the work, all scaffolding equipment shall be dismantled and removed from the job site.
- C. The Town Hall building is open to the public 8:00 a.m. to 4:00 p.m. Mondays through Fridays. Contractor must make appropriate accommodations so the public and employees can enter and exit the building safely. Work areas may be occupied while project is under way. Contractor shall be responsible for the placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area.
- D. Contractor shall protect all surrounding furniture, surfaces mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and protective coverings for the protection of

furnishings and adjacent surfaces. Also responsible for required moving and repositioning of office equipment and furniture. NOTE: The Town Hall flooring will be replaced after painting is completed.

E. All clean up shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall have Material Data Sheets (MDS) for all products utilized in the course of this project. Contractor's workers shall be trained in utilizations of MDS and have the MDS available in the event of an emergency. Contractor shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

- F. Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by his or her employees at work. Contractor shall remove from the site all tools, surplus materials, debris or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Whenever possible, clean up shall be conducted with water or water-based agents. Contractors may not utilize on-site office trash cans.
- G. Arrangements may be made, in advance, for leased waste containers for disposal of the above to haul off the Island at Contractor's expense.

All foregoing provisions shall be considered part of the contract document and are hereby made a part of and applicable to all work under these specifications.

#### IV. CONTRACT PROVISIONS

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

# 1. Reporting of Contractor

- A. The Contractor is to report to the Town of La Pointe Facilities Manager 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 Facilities Manager prior to payment.
- D. The Town may review and inspect the Contractor's activities during the term of this contract.

- E. Lien waivers must be put in place 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 not hire any Town employee for any of the required services without the Town's written approval.
- B. 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 Township 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, 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. Warranty

The Town requires a one-year warranty on labor.

# 6. 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.

#### 7. 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.

# 8. 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).

# 9. Prevailing Wage Rates

This project does not meet the requirements for prevailing wages.

# 10. 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 Township against such liability.

#### V. TERMS AND CONDITIONS

#### 1. Award:

The Town reserves the right to reject any and all bids received as a result of this RFB.

#### 2. Low Bid:

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

#### 3. Term of Bid:

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

#### 4. Bid Submission:

Submit Bid Cover page, Bid Signature Page, and Contractor Information (page 2, II) by required time/date. Bids must be submitted by mail or hand delivered to Town of La Pointe Clerk, 240 Big Bay Road, PO Box 270, La Pointe, WI 54850, <a href="mailto:clerk@townoflapointewi.gov">clerk@townoflapointewi.gov</a> by 3:00 P.M. on March 23, 2021. Bids will be opened at 5:30 P.M. on March 23, 2021 during the Town Board meeting.

#### 5. Questions:

Submit all questions to Ray Hakola, Town Facilities Manager, <a href="mailto:facilities@townoflapointewi.gov">facilities@townoflapointewi.gov</a>, 715-747-6855 or Lisa Potswald, Town Administrator at <a href="mailto:administrator@townoflapointewi.gov">administrator@townoflapointewi.gov</a> or call 715-747-6914.

# **ATTACHMENTS**

Bid Cover Page	9
Bid Signature Page	10
Town Hall Floor Plan	1

# **BID COVER – INCLUDE WITH BID RESPONSE**

BIDDER:	
PROJECT:	
BID DUE: March 23, 2021 by 3:	00 p.m.
	provide and furnish all of the labor, materials, necessary including transportation services/fees necessary to
INSTRUCTIONS: Please provide a to preparation, cleanup, materials and	tal for each of the General Specifications, including grand total cost.
BID	
Preparation (per Section III. #2, A-D)	\$
Painting (per Section III. #2, A)	\$
<b>Cleanup</b> (per Section III. #2, E-F)	\$
Materials (per Section III. #1, A-E)	\$
TOTAL COST	\$
Possible Project Start Date: (Actual start date to be negotiated)	

# SIGNATURE PAGE - INCLUDE WITH BID RESPONSE

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 bid.

Bids must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days.

