



REQUEST FOR BID (RFB)
FOR
CONCRETE REPLACEMENT
AT THE MATERIAL
RECOVERY FACILITY
BID #2016-19

Issued by:

Portage County
Purchasing Department

Bids must be submitted
No later than 2:00 PM 8/12/2016 to:

Portage County Purchasing
1462 Strongs Ave
Stevens Point WI 54481

LATE BIDS WILL BE REJECTED
There will be a public opening for this Bid
1462 Strongs Ave
Stevens Point WI 54481

For further information regarding this
RFB contact Matthew Fleming
At (715) 346-1393
Email: flemingm@co.portage.wi.us

Issued: 7/25/2016

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1. GENERAL INFORMATION AND SCOPE

The County of Portage Wisconsin (County), through its Purchasing Department (Purchasing), requests bids to establish a contract to replace sections of the concrete floor at the Transfer Station and to remove sections of asphalt and replace with concrete at the Material Recovery Facility, 600 Moore Rd, Plover, WI 54467.

The attached Standard Terms and Conditions shall govern this bid unless specifically modified in these bid documents. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification or condition of bid, Purchasing reserves the right to delete that specification or condition of bid. Failure to meet specification requirements shall disqualify your bid. Vendors may not submit their own contract document as a substitute for these terms and conditions.

Retain a copy of these Bid documents for your files. Should you receive an award, these Bid documents become your contract terms and conditions.

Definitions: The following definitions are used throughout the RFB documents:

Bidder/Vendor means a company or individual submitting a bid response to this RFB

Contractor means bidder awarded the contract

County means the County of Portage Wisconsin

Purchasing means the County of Portage Purchasing Department

RFB means Request for Bid

State means the State of Wisconsin

VendorNet means the State of Wisconsin's electronic purchasing information system

2. PRE-BID VENDOR CONFERENCE and/or PRE-BID SITE VISIT

A vendor conference pre-bid meeting will be held at 2:00 PM on 8/3/2016 at the Material Recovery Facility, 600 Moore Rd, Plover, WI 54467. A bid addendum will be issued if the meeting is changed or cancelled. This meeting is suggested but not required, failure to attend or to examine any and all bid documents prior to submitting a bid will in no way relieve the successful bidder from the necessity of furnishing, without additional cost to the County, any materials or equipment or performing any work that may be required to complete the work in accordance with the specifications. No additional charges shall be allowed for lack of information.

3. QUESTIONS

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB they shall notify the Procurement Director named below of such error and request a modification or clarification.

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted to Purchasing as soon as possible, but no later than **8/3/2016**. Purchasing will respond to questions if necessary by issuing an official addendum, posted on VendorNet and on the Portage County Website. Bidders are responsible for checking these websites for any addenda before submitting a bid. Failure to acknowledge addenda may disqualify your bid.

<https://vendornet.wi.gov/>

<http://www.co.portage.wi.us/>

Any correspondence or questions submitted must include the bid number

Submit questions in writing via email to:

Matthew Fleming, Procurement Director, e-mail: flemingm@co.portage.wi.us
Phone: 715-346-1393

4. METHOD OF BID

Bidder must submit a price for each item and a total price as designated. All prices must be quoted in U.S. Dollars. Bidder must bid on the enclosed Bid Offer Form.

5. BID SUBMISSION

Bidders must submit **an original and one copy** including all required materials for acceptance of their bid by the date and time listed on the Bid Cover Sheet. Any bids received after that time and date will be rejected. Receipt of a bid by the US mail system does not constitute receipt of a bid by Purchasing, for purposes of this RFB. Also refer to the Bid Response Requirements.

Faxed and e-mailed bids are not accepted. Bids must be forwarded to:

Portage County Purchasing
1462 Strongs Ave
Stevens Point WI 54481

All bids are to be packaged, sealed, and show the following information on the **outside of the package**:

- Vendor's Name and Address
- Request for Bid Title
- Request for Bid Number
- Bid Due Date

6. BID RESPONSE REQUIREMENTS

In order for your bid to be considered, the following information must be provided by the due date and time listed on the bid cover page. Include:

- 6.1 Addendum Cover (Signature) Page(s), if applicable to this bid request
- 6.2 Signature and Authority Affidavit Form, Attachment A
- 6.3 References Sheet, Attachment B
- 6.4 Bid Offer Form, Attachment C
- 6.5 Manufacturer's/Bidder's warranty statement

The Signature and Authority Affidavit submitted in response to this RFB must be signed by the person in the Contractor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submittal may disqualify your bid. The County encourages all bidders to print their submission double-sided to save paper

7. METHOD OF AWARD

Award(s) shall be made on the basis of the lowest total cost from a responsive, responsible bidder who meets specifications. Timeliness of delivery may be considered when making this award.

8. BIDDER/CONTRACTOR QUALIFICATIONS

To be eligible for a contract award, you must be qualified and able to provide the following:

- 8.1 Bidder must supply references of three firms to which similar services have been provided during the past five years to a comparable-sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Attachment B to list references.
- 8.2 Bidder must be in the business of concrete work for the past five years.
- 8.3 Awarded contractor 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 A1, and signed by an authorized agent.

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

9. SPECIFICATIONS

The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by Purchasing.

General Requirements

- 9.1 Contractor shall provide all work and materials in accordance with all Federal, State, and Local laws, codes, and ordinances.
- 9.2 Contractor is responsible for all required permits.
- 9.3 All measurements in the specifications are estimates. Bidders are responsible for verifying all measurements.
- 9.4 Concrete specifications:
 - 9.4.1. 9 bag SHES
 - 9.4.2. ¾" aggregate
 - 9.4.3. 6% air +/- 1.5%
 - 9.4.4. 4" slump +/- 1"
 - 9.4.5. Must meet WisDOT Section 415 Concrete Pavement specifications

Transfer Station

- 9.5 The Transfer Station floor is consists of an 8" lower concrete slab with in floor heating with a 4" top concrete slab. The top slab is designed to be replaced.
- 9.6 Contractor shall remove and replace approximately 2301 sq. ft. of the 4" top slab, 4" thick. Note that the replacement area is only a section of the total floor.
- 9.7 Contractor shall saw cut the replaced sections into 17 sections. This will require approximately 168 feet of saw cutting. See Exhibit 1 for a rough diagram of the saw cut sections.
- 9.8 Saw cuts must not penetrate the lower slab.
- 9.9 Contractor must place expansion material in approximately 206' of perimeter where the replacement concrete meets the existing floor.

- 9.10 All work must begin on Thursday September 1st after 3:30 PM and be completed by Saturday September 3rd. Concrete must be cured to allow for normal operations to begin on Tuesday September 6th at 7:30 AM.
- 9.11 Contractor shall remove and haul away all debris.

Material Recovery Facility

- 9.12 Contractor shall remove two sections of asphalt in front of the loading doors and replace with concrete.
- 9.13 Each section must be done separately in order for the facility to maintain operations. The first section must be cured to allow traffic into the facility before work can begin on the second section.
- 9.14 Contractor shall barricade the section to prevent traffic while the concrete cures.
- 9.15 Each section shall be approximately 20' x 22.5' 6" thick.
- 9.16 The County shall schedule the work during normal business hours.
- 9.17 Contractor must put expansion material around the perimeter of the new replaced sections.
- 9.18 Contractor shall remove and haul away all debris.

10. ON SITE SERVICE

In carrying out the scope of this contract, the Contractor shall be required to perform services on County property. Bidders must include all transportation and insurance charges. Failure to include these costs may disqualify your bid.

11. SUBCONTRACTING OR THIRD PARTY PAYMENTS

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

The County reserves the right to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. In the event the County receives notice from any person, subcontractor, supplier or other third party, that the Contractor has failed to pay such person(s) for work performed in accordance with the project, the Contractor shall, at the request of the County, and in no more than 10 calendar days, provide all documentation the County believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event the County determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, the County may authorize direct payment of any unpaid bills, withholding from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Contractor. In no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety. In paying any unpaid bills of the Contractor relating to the work, the County shall be deemed the agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor for its account and the County shall not be liable to the Contractor for any such payment made in good faith.

12. INVOICING REQUIREMENTS

The County's terms are to pay or reject invoices within 30 days of receipt. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- a. purchase order number
- b. vendor name
- c. remit to address
- d. complete product description as stated on your bid.
- e. prices per the contract

The original invoice must be sent to the bill-to address shown on the Purchase Order.

13. CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

- 13.1 The County may terminate the contract at any time at its sole discretion by delivering 10 days written notice to the Contractor.
- 13.2 If at any time the Contractor’s performance threatens the health and/or safety of the County or the public, the County has the right to cancel and terminate the contract without notice.
- 13.3 If the Contractor fails to maintain and keep in force the insurance as required, the County has the right to cancel and terminate the contract without notice.

14. 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 Portage County Ordinance provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with Matthew Fleming, Procurement Director, Portage County Wisconsin, 1462 Strong's Ave, Stevens Point, WI 54481, and received in his office no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received in his office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the Procurement Director may be appealed to the Corporation Counsel Office within (5) working days of issuance. The appeal must allege a violation of a Wisconsin Statute or a Portage County Ordinance provision.

15. SPECIAL CONDITIONS OF THIS BID

15.1 ASSURANCE OF PERFORMANCE AND PAYMENT

The Contractor awarded the bid shall provide the County with an assurance of performance and payment for 100% of the contract amount as required in Wis. Stats. 779.14 per the following requirements:

Contracts less than \$50,000	No Assurance of Performance and Payment is required.
Contracts from \$50,000 to \$100,000	Contractor must provide either a Performance and Payment Bond, or an irrevocable letter of credit from an established financial institution approved by the County.
Contracts exceeding \$100,000	Contractor must provide a Performance and Payment Bond approved by the County.

In the event a contractor fails to present the County with an assurance of performance and payment, the vendor's bid will be disqualified and the contract will be awarded to the next lowest responsible bidder.

15.2 PROGRESS PAYMENTS AND RETENTION

Progress payments to Contractors for projects with a cost exceeding \$1,000 and construction time greater than 30 days will be made as an estimate of the amount and proportionate value of the work done, which shall entitle the contractor to receive the amount thereof, less the retainage. Payment requests from Contractors will be processed monthly. The Contractor seeking progress payments must submit invoices to the County to review for approval. The County is the sole judge on the proportionate value of the work completed.

The County shall retain from all payments to the Contractor an amount equal to five percent (5%) of each payment request, otherwise payable to the Contractor. When fifty percent (50%) of the entire work has been completed no additional amounts shall be retained and partial payments shall be made in full, unless the County determines that the work is not proceeding satisfactorily. At 50% completion or any time after 50% completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10% of the value of the work completed. Nothing herein shall preclude the County from deducting from any request for payment such amounts as will properly represent the value of work which fails to meet the quality standards of the Contract or which the Contractor fails to complete.

15.3 CHANGES IN THE WORK

No changes in the work may be made by the Contractor without having prior approval of the County. The County may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order or Field Order. Such changes may include additions and/or deletions.

15.4 WARRANTY

A one-year warranty for defective workmanship and/or replacement of defective products/materials of the contract is required in addition to any warranties provided automatically by the manufacturers of the products/materials. Provide documentation of manufacturers' warranties to the County.

15.5 EQUIPMENT AND/OR MATERIALS ON SITE

The successful bidder or an authorized representative must be present to accept delivery at the job site of all equipment and material shipments that are part of the contract. It shall be the contractor's responsibility to assume all liability for any equipment or materials delivered to the job site. Delivery of any equipment or materials any day 'before' work will proceed must be coordinated with the County. The Contractor is responsible for the security and safety of equipment or materials onsite.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

BIDDING COMPANY NAME: _____

FEIN (Federal Employer ID Number) _____ OR Social Security # (if Sole Proprietorship) _____

Address: _____

City _____ State _____ Zip + 4 _____

Number of years in Business _____

Name the person to contact for questions concerning this bid.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

Fax () _____ Email Address _____

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken 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 a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

ATTACHMENT B

REFERENCES

Vendor: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

ATTACHMENT C

BID OFFER FORM

Vendor: _____

Line #	Description	Total Cost
1	Provide all labor and materials to replace the section of floor in the Transfer Station per bid terms, conditions, and specifications.	
2	Provide all labor and materials to replace two sections of asphalt with concrete at the Material Recovery Facility.	
Total Project Cost (Line 1 + Line 2)		\$

Can complete all work at the Transfer Station per schedule in the specifications? Yes ___ No ___

Lead time to complete work at the Material Recycling Facility is _____ days after receipt of order.

Product literature is included? Yes ___ No ___

Warranty information is included? Yes ___ No ___

An original and one copy of all required forms are included in the submittal? Yes ___ No ___

Statement of Warranty: _____

Portage County is exempt from Federal Excise and Wisconsin Sales Taxes, 77.54(9a). WI Stats.
Portage County's CES number is ES 43251.

ATTACHMENT D

STANDARD TERMS AND CONDITIONS

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The County shall be the sole and final judge of equivalency.
- 2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:**
- 2.1** Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.
- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the Portage County Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the County from requesting additional information and/or clarification.
- 3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the County.
- 5.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.
- 6.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 7.0 PRICING AND DISCOUNT:** The County qualifies for governmental discounts. Unit prices shall reflect these discounts.
- 7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.
- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.
- 9.0 ACCEPTANCE-REJECTION:** The County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules 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 the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Portage County Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The County reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The County also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the County.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the County reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the County.

- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Portage County tax liability may have their payments offset by the County.
- 24.0 OPEN RECORDS:** Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 25.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 26.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the County.
- 27.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 28.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 29.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

Bid #2016-19 Concrete Replacement at the Material Recovery Facility

Exhibit 1 - Saw Cut Diagram for the Transfer Station

