

REQUEST FOR SEALED BIDS ROAD / PAVEMENT PATCHING

The Village of Neosho, Neosho WI, is working to collect sealed bids for road patching work in the Village Limits.

The Village is a community of 553 people. The service area is within the Village Limits.

The Village intention is to award a contract; however, the Village reserves the right to negotiate with all qualified sources and to cancel this Request for bids in part or in its entirety. The Village of Neosho reserves the right to accept any Request for bids or to reject any or all bids, to waive irregularities and/or informalities in a bid, and to negotiate a contract with any proposer in any manner, consistent with law, deemed in the best interests of the Village.

The Village further reserves the right to amend or waive any or all requirements or specifications. A contract will be negotiated and then awarded to the most responsible Contractor complying with the conditions of the proposal documents or reject any and/or all proposals or parts thereof and to waive any formalities and technicalities according to the best interests of the Village. Neither the Request for bids nor the receipt of any proposal constitutes an offer or acceptance and in no case, will either require the Village to award a contract or pay any costs incurred in preparation of a response nor to procure or contract any services or supplies whatsoever.

The award of the contract will be to the Contractor whose proposal is determined by the Village to be in the best interest of the Village. Lowest monetary proposal is not necessarily the sole determining factor. The contract shall be awarded to the submitter whose proposal most closely satisfies the overall specifications as well as other factors. Such other factors include but are not limited to cost, customer service record, and market.

INDEMNIFICATION - The Contractor shall indemnify and hold harmless the Village, its officers and employees from any and all liability, losses or damages, including attorneys' fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers compensation claims, in any way resulting from or arising out of the operations of Contractor under this contract, including operations of subcontractors; and the Contractor shall, at his/her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the Contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond, letter of credit, or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village as herein provided. Nothing in the above paragraph shall be considered to preclude the Village from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Village property. The Contractor shall do nothing to prejudice the Villages right to recover against third parties for any loss, destruction of, or damage to the Villages property and upon the request of the Village, furnish to the Village all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Village in obtaining recovery).

INDEPENDENT CONTRACTOR - The Contractor acknowledges that it is an independent contractor and that none of its employees, agents, subcontractors, or assigns are employees of the Village. The Contractor shall be solely responsible for unemployment, social security, and

other payroll tax payments required by law or union contract.

EQUAL EMPLOYMENT OPPORTUNITY - During the performance of the contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Wisconsin relating to employment, including equal employment opportunity requirements.

INSURANCE - The Contractor to whom the contract is awarded must provide the Village with a certificate of insurance as proof of coverage. This certificate of insurance must also name the Village of Neosho and its officers, employees and agents as additional insured for the period of the contract.

The Village shall be the sole judge of compliance with the specifications and reserves the right to accept sealed bids. Sealed Bids will be accepted until **June 1st at 6 pm. Sealed bids will be opened at Village Board meeting that follows.** Bids are to be mailed to the PO Box below or placed in the dropbox in front of the Village Hall at 210 S School Street.

Village of Neosho
PO Box 178
Neosho WI 53059

Envelopes containing bids shall be sealed and clearly marked "Road / Pavement Patching". The outside of the envelope shall list the name and address of the bidder.

Only one copy of the bid is necessary.

Questions concerning this should be directed to:
neoshovillage@frontier.com

Instructions to Bidders

1. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified within.
2. Bids received after the scheduled opening time will not be accepted
3. Bids received prior to the time of bid opening will be securely kept unopened. No responsibility will attach to any officer or employee for the premature opening of a bid not properly addressed or identified.
4. If either a unit price or extended price is obviously in error, and the other is obviously correct, the incorrect price will be disregarded.
5. The Village is exempt from state and federal taxes.
6. The Village reserves the right to accept or reject any or all bids, to waive irregularities or defects, and accept other than the low bid.
7. The successful bidder to procure and maintain for the duration of any work performed, commercial general liability with the Village listed as an additional insured. The preferred limit for general liability is \$1,000,000. Also required is workers' compensation insurance. The required policies and certificates are to be endorsed with at least 30 days notice of cancellation or material reduction of insurance coverage.

Village of Neosho
Village Board

