

Statement of Work

Company Name: _____

1. General Specifications

1. Contractor shall remove 9 trees and stumps marked with caution tape in the Montello City Park located on Doty Street.
2. Trimmer must be licensed and insured and must provide a copy of certificate of insurance with bid documents. Failure to provide proof of insurance at bid opening may cause for rejection of bid.
3. Tree and stump removal will be done ONLY when turf is frozen or firm enough to prevent turf damage and rutting. The City of Montello reserves the right to stop trimming operations until conditions are favorable. If the trimming cannot be finished by the completion date because of unfavorable conditions, then the contractor will be given a percentage payment and job will be completed in the fall. The completion deadline date will be April 1st, 2024. The only considerations to extend the deadline would be favorable conditions resulting in weather.
4. The contractor will be responsible for any damage to park equipment, buildings, driveways, sidewalks, and irrigation equipment caused by contractors tree and stump removal.
5. Bids submitted must have a dollar amount for trimming and cleanup. Contractor is also responsible for filling in holes left behind with soil for future grass planting.
6. Tree and stump removal operations will be coordinated with the Director of Public Works Michael Kohnke (608)297-2416.
7. Tree and stump removal will be inspected and approved by either Venise Mugler, Fred Logemann, or Michael Kohnke. The criteria for approval shall be that tree and stump completely removed, holes left from stump removal filled with soil level to ground surface, area completely cleaned up from cutting operations, and any and all damages caused by cutting operations repaired.

Bid FORM

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Email Address: _____

CERTIFICATION:

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

Total Bid Amount \$ _____

By: _____

Signature of Agent

Date: _____

Printed Name of Agent

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montello (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation").

A. CONTENTS OF BID

- 1) Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings, which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
- 2) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
- 3) Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
- 4) Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

- 1) Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2) If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written (fax or e-mail) request for clarification to the City's Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
- 3) Any official interpretation of the Bid Solicitation must be issued in writing by the contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.
- 4) If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the

Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent.

C. Pricing, Collusion, and Taxes

- 1) Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
- 2) Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
- 3) Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
- 4) It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
- 5) Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Wisconsin Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 39-600-5539. An exemption certificate will be provided, where applicable, upon request.

C. Preparation and submission of bid

- 1) The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
- 2) Bid Proposals must contain a manual signature of an authorized agent of the Bidder. If the Bidder or its lawful agent fails to sign its bid it shall be considered non-responsive and ineligible for award.
- 3) Unit prices shall be provided by the Bidder when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 4) The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
- 5) All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
- 6) The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 7) The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Project, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
- 8) Offers in response to formal Bid Solicitations will not be accepted by facsimile transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.
- 9) Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
- 11) Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be included in the Bidder's proposal cost.
- 12) Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

D. Modification or Withdrawal of Legitimate Offers

- 1) Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
- 2) Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
- 3) Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montello Municipal Code.

E. EVALUATION OF OFFERS

- 1) Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
- 2) The City may, in its sole and absolute discretion:
 - a) Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b) Re-advertise this Solicitation;
 - c) Postpone or cancel the Bid process for this Solicitation;
 - d) Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e) Determine the criteria and process whereby Proposals are evaluated and awarded.
- 3) A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
- 4) No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
- 5) A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

F. AWARD OF CONTRACT

- 1) The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
- 2) If the City Director or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
- 3) By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
- 4) Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
- 5) No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

G. CONTRACTUAL OBLIGATIONS

- 1) In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder.
- 2) The City does not negotiate its contractual provisions. Acceptance of the terms, as written, contained within any documents. The City may, within its sole discretion, modify the contract to produce terms suitable to the circumstances and requirements of a particular project.

Special Conditions

Company Name: _____

1. CONTACT PERSON:

During the request response, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designed individual:

For this bid the contact is Michael Kohnke at (608) 297-2416 or email

pwdir.kohnke@cityofmontello.com

Failure to abide by this requirement may result in disqualification from further participation in this process.

2. Question Deadline:

All questions regarding this Invitation for Bid shall be directed to Michael Kohnke at (608)297-2416) phone, email address: pwdir.kohnke@cityofmontello.com, or mailed to P.O. Box 39, 20 Underwood Ave; Montello, WI 53949. All inquiries shall clearly identify the name of the firm and the authorized representative, and method or address to which the responses shall be made. The deadline for receipt of questions from Bidders in regards to this is February 21st 2024 at 2:00pm.

3. Submittal Instructions:

The City desires to receive a clear, concise, and economical presentation of the vender's proposal. Bidders should include the following in their Proposal and use the following when compiling their responses.

- A) One (1) original copy of the bid packet.
- B) Certificate of Insurance
- C) Signed bid addendum
- D) Submit a bid packet in a sealed envelope with the bid project name (2024 Park Tree Removal) in the lower left hand corner of envelope, with bidder's name clearly written on the envelope.

Failure to submit a proposal in the manner indicated may be cause for it to be considered "non-responsive" and ineligible for consideration and subsequent award.

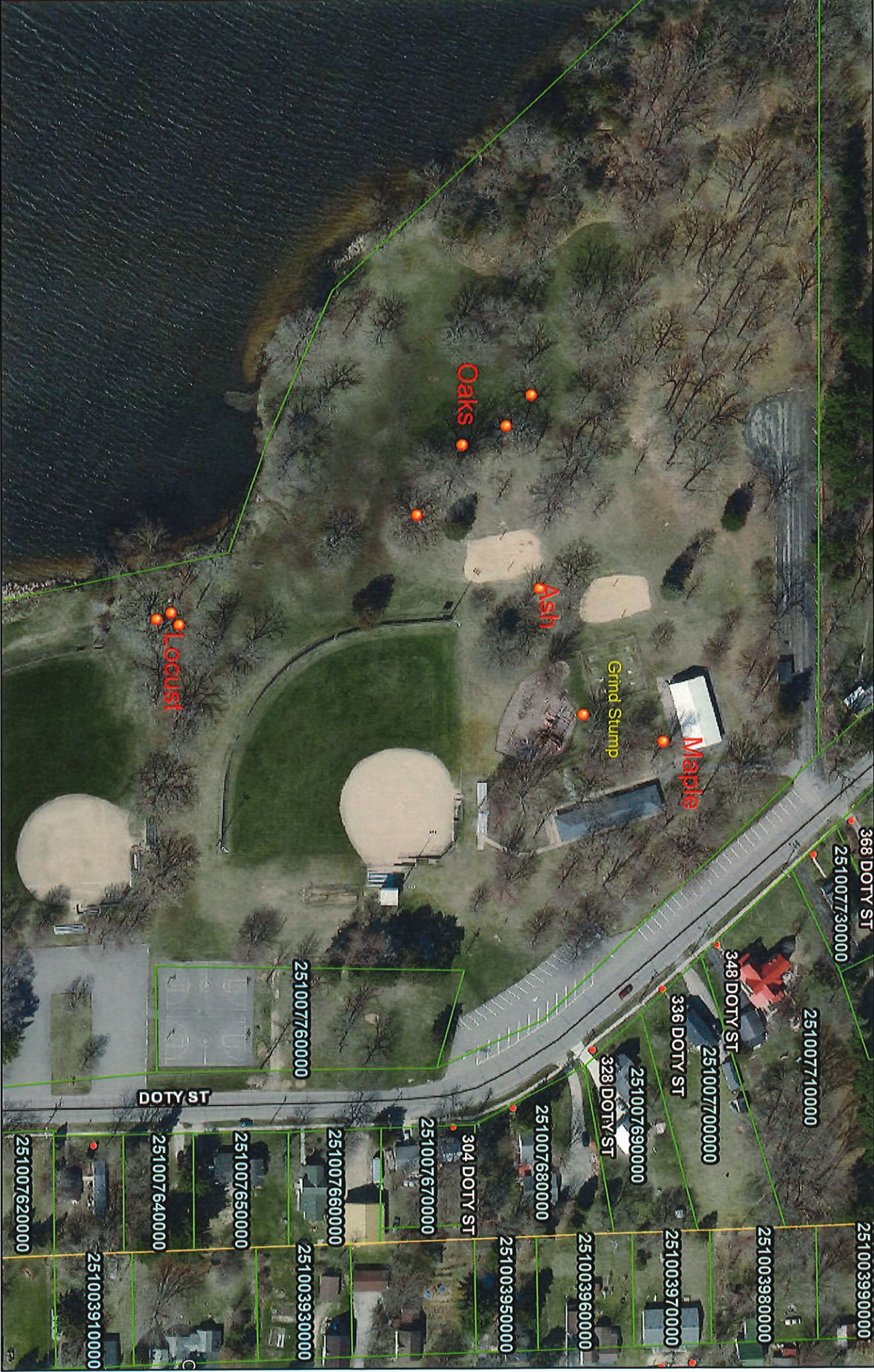
4. Bid Opening

All bids can be dropped off or mailed to at City of Montello City Hall at P.O. Box 39; 20 Underwood Ave. Montello, WI 53949.

All bids must be received sealed by February 21st, 2024 at 2:00pm (No Exceptions)

Bids will be opened and approved at the February Parks Board meeting on February 21st, 2024 at 5:30pm.

Marquette County



1 inch equals 188 feet



MARQUETTE COUNTY
WISCONSIN

Current Time: 1/17/2024 2:35 PM

DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.