



Request for Bid

Bid Number: 17-014

Bid Title: Mechanical Repair Services for Heavy Duty Trucks & Off-Road Equipment

For: Walworth County Department of Public Works

Bid Issued:	September 28, 2017	
Questions Due by:	October 4, 2017	10:00 am
Bids Due:	October 10, 2017	10:00 am

SCOPE OF WORK: Prequalification of vendors for providing specialized repair services for heavy duty trucks and off-road equipment when Walworth County personnel are unavailable to perform the specialized repairs and/or lack the tooling or training necessary to perform the work. Multiple awards will be made.

To ensure notification of any bid opportunities, vendor must be registered on Demandstar by Onvia at: www.demandstar.com . To **REGISTER**, at **NO CHARGE** go to www.onvia.com/WAPP .

Please note that all Notifications, Releases and Amendments associated with this solicitation will be posted on Demandstar.

To ensure notification of future bid opportunities with Walworth County, **vendors must be registered.**

BUYER: Diane Knoll
PHONE: 262 741 7261
FAX: 262 741 3195
EMAIL: dknoll@co.walworth.wi.us

1. **INVITATION**

Walworth County is accepting sealed bids for prequalification of vendors to perform mechanical repair services for heavy-duty trucks and off-road equipment.

Bids will be received until 10:00 a.m., on October 10, 2017 by Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, WI 53121. Shortly after 10:00 a.m., all bids received will be opened and recorded in the Department of Public Works Conference Room.

2. **STANDARD TERMS AND CONDITIONS – WALWORTH COUNTY**

By reference, the Standard Terms of Walworth County are made a part of this document. Standard Terms and Conditions are available in a PDF format on the internet, under the Purchasing Division link of the Walworth County Home Page, or directly at the following web address:

<http://www.co.walworth.wi.us/Public%20Works/Purchasing/pdfs/STANDARD%20TERMS%20AND%20CONDITIO NS%205-17.pdf>

Documents are also available, upon request, by contacting the buyer on page one of this request for bid.

3. **DEFINITIONS**

Vendor/Bidder	The vendor submitting the request for bid
Contractor	The successful vendor awarded the contract.
County	Walworth County
Offer	Bid submitted in response to this solicitation
RFB	Request for Bid

4. **POSTING OF SOLICITATIONS**

All Walworth County solicitations are posted on Demandstar by Onvia at: www.demandstar.com .

Bid documents and specifications may be obtained from Demandstar by Onvia at: www.demandstar.com. Vendors may register with Demandstar, at no charge, through the Wisconsin Association of Public Purchasers (WAPP) of which Walworth County is a participating member, at: <http://www.onvia.com/WAPP>

5. **EXAMINATION OF SITE AND BID DOCUMENTS**

The bidder is required to carefully examine the bid, the scope of work, the site of the work, and the contract, all as herein contained and known as the bid documents for the work to be completed. It will be assumed that the bidder has investigated and is satisfied as to the requirements of the bid documents. It is mutually agreed that the submission of a bid shall be considered as conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies.

No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this specification, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill, in every detail, all of the requirements of the bid documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

All labor, equipment, parts, items, details of services or features not specifically mentioned which are regularly furnished in order to complete this type of service will be furnished at bid pricing and shall conform in quality, workmanship and service to that usually provided by the practice as specified in this Request for Bids.

6. INQUIRIES / SINGLE POINT OF CONTACT

Vendors should make a request for interpretation or correction of any ambiguity, inconsistency or error.

Questions must be received no later than 10:00 a.m., CDT, 10/4/17. Requests received after that time will not be considered.

Any requests for changes, clarifications, etc., must be submitted in writing to:

Diane Knoll, CPPB, Sr. Buyer
Walworth Co. Dept. of Public Works
Purchasing Division
W4097 County Road NN
Elkhorn, WI 53121

Phone: (262) 741-7261
Fax: (262) 741-3195
Email: dknoll@co.walworth.wi.us

Communications related to this solicitation will be received between 7:00am and 3:30pm, Monday through Friday with the exception of legal holidays.

Contact with any other party or attempts by Vendors to contact any other party may result in the rejection of their bid.

No information provided verbally, or by parties other than the Buyer, will be considered binding.

7. REQUESTS FOR EXCEPTIONS/CHANGES TO BID

It is the responsibility of all vendors to carefully examine the RFB in its entirety.

If any of the terms and conditions of this RFB or specifications are not in full accord that causes your firm to be noncompliant with the specifications and prevent you from submitting a bid, consideration will be given to a vendor's request for change. **Requests for change should be made prior to the bid due date and time.**

Any changes made as a result of a written request will be issued via an amendment and, will be posted to www.demandstar.com. Walworth County will make no attempt to contact vendors with updated information. Vendors are responsible for periodically checking this website for any and all notifications, releases and amendments associated with this solicitation prior to the opening date.

If an amendment is issued, it must be acknowledged on the Vendor's Certificate of Compliance (Exhibit A). Vendor's who do not acknowledge the amendments may have their bids rejected.

7. SUBMISSION OF BID

Bids must be submitted using the Bid Forms provided herein. Submit only the required documents. It is not necessary to return the entire bid document with the bid.

Bids must be clearly labeled with vendor name, return address, project number, project title, opening date, and the name of the primary contact for questions/clarifications.

Interested firms shall submit their sealed bids to:

Walworth Co. Dept. of Public Works
Purchasing Division
W4097 County Road NN
Elkhorn, WI 53121

Vendors must submit one original and three (3) copies of their bid enclosed in a sealed envelope, marked with the name and address of the bidder, project title, project number for which the bid is being submitted and opening date. The following documents must be included with your bid:

EXHIBIT A - Certificate of Compliance
EXHIBIT B - References
EXHIBIT C - Cost Summary

Bids must be dated and time stamped by the Walworth County Purchasing Division on or before the date and time due. Bids submitted or time stamped in another office will be rejected. Actual receipt in the office of the Purchasing Division is mandatory.

Late responses will not be accepted, will be returned unopened, and will not be considered.

Bids may not be transmitted orally, by Email or Fax Machine.

All bids will be opened and recorded in the Walworth County Public Works Conference Room located at W4097 County Road NN, Elkhorn, WI 53121.

All bids shall be valid for a period of ninety (90) days after the scheduled time of closing.

All vendors, by submission of their bid, agree to abide by the rules, regulations, and procedures of Walworth County.

8. WITHDRAWAL OF BID

Bids may be withdrawn only in total and only by a written request to Walworth County Purchasing prior to the time and date scheduled for bid opening.

9. AWARD

Award will be made **to the responsive, responsible vendor(s) that meet the specifications.**

Among other things, quantities, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility for purposes of award of a contract.

In order to assure service coverage and specialized repair of all makes and models of heavy trucks and off-road equipment, contracts shall be awarded to multiple vendors depending on their area of expertise. A contract will be executed with the successful vendor(s) as a result of this bid. A sample copy of Walworth County's standard Contract is included in this bid as Exhibit E.

The contract shall be deemed as having been awarded when formal recommendation of award has been approved by the appropriate County Committee or County personnel having the authority to make such approval in accordance with County Procedures.

10. VENDOR QUALIFICATIONS

- A. Vendors must possess a minimum of five (5) years of verifiable experience in providing products and/or services similar in nature. Bids shall be considered only from vendors that are regularly engaged in the business of heavy truck and off-road equipment repair. Experience should include accounts equal or larger in size and scope of this bid.
- B. Vendors must be properly licensed to do business in the State of Wisconsin. Bids shall **not** be considered from vendors on the State of Wisconsin list of Ineligible Vendors with the effective dates during the contract.
- C. Vendors shall have a record of performance with reasonable financial support, personnel, equipment and organization to ensure that they can satisfactorily execute the service required and specified herein if awarded.

11. REFERENCES

Vendor shall complete Exhibit B, References, and include it with their bid that will certify that they are experienced with or meet the requirements of this specification. This will include the names of companies for which similar work was performed along with the name of a person to contact and their phone number.

12. SCOPE OF SERVICES

General Overview

The maintenance and repair of Walworth County's fleet is currently performed by County staff at the Department of Public Works (DPW) Vehicle Maintenance Facility (VMF). The County's intent is to prequalify multiple experienced and certified vendors to provide Mechanical Repair Services of Heavy Duty Trucks and Off-Road Equipment for specialized repair work when proper tooling is not available due to unavailability of Walworth County staff, or when it is in the best interests of the County. The specifications contained herein shall be construed as the minimum acceptable standards for prequalification. Services under this contract shall be ordered on an "as needed" basis.

Services may consist of labor, parts, materials, adjustments, fabrication, and/or overhaul of minor and major components, labor of various classifications, types, makes, and models of heavy trucks and off-road equipment used by DPW. A sample of the types of trucks and equipment that may require service is shown in Exhibit D.

Walworth County spends approximately \$300,000 per year for the services required. This information is given for response purposes only and there is no guarantee to the actual amount of service to be performed by the prequalified vendors. Walworth County cannot predict the product mix, overall quantity or the dollar value of the products/services that will be ordered during the term of this contract. Bids that require minimum order quantities or dollar amount will be disqualified.

Contractor Requirements

Contractor shall be **required** to meet the following **minimum** requirements :

- a. Conform to all Wisconsin Department of Transportation specifications and any other regulations governing heavy trucks and off-road equipment.
- b. Comply with all federal and state safety regulations including, but not limited to Occupational, Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations.
- c. Provide mechanical services that meet or exceed the manufacturer's recommended guidelines and the industry standard of quality and workmanship for the specific make and model of trucks and off-road equipment.
- d. Provide only OEM repair parts and products that meet or exceed manufacturer's quality requirements, unless prior approval provided by County.
- e. Return all replaced parts to the County upon delivery of repaired unit, unless otherwise instructed.
- f. Provide own tooling, equipment, and staff.
- g. Provide mechanics with the experience and certification to perform work.
- h. Provide diagnostic services of heavy trucks and off-road equipment.
- i. Provide pick-up and delivery of heavy trucks and off-road equipment if requested by the County.
- j. Provide own transporting vehicles or have the ability to obtain towing services using tow trucks or flatbed service, if requested by the County.
- k. Dispose of any waste fluids and/or materials in accordance with all current federal and state regulations at no additional cost to the County.
- l. Have and maintain a clean facility, with the machinery, tooling, and equipment necessary to perform mechanical and repair services under this project.
- m. Have a facility located within seventy-five (75) mile radius of the County.
- n. Provide hours of operation on Monday through Friday, 7:00 am, to 3:00 pm, except legal holidays.

Process for Obtaining Quotes

When repair services are required, the Contractor(s) that can repair the specific make, model, or perform specialized work will be invited to inspect the unit and provide a quote.

Contractor(s) will be given an opportunity to inspect and/or diagnose the unit, either at the County's site or at the Contractor's site. Inspection and/or diagnosis shall take place as mutually agreed to by both parties.

After diagnosis, Contractor(s) shall submit a quotation, to include pickup, delivery, total cost of repair, and anticipated completion time. Quotation Form to be used shall be established by the County. **The Contractor(s) must advise the County, at the time of quote submittal, if a part requires a core deposit.**

The Contractor with the ability to provide the lowest cost, and the best turn-around time for diagnosis, repair and delivery will be awarded that particular repair work.

It shall be understood by all parties, that if a Contractor is unable to provide certain repair work, the Contractor shall not be required to diagnose or quote at that time and shall not be penalized from future repair work.

When possible, selection shall be made to gain the most cost-effective service available.

Pick Up and Delivery of Trucks and Off-Road Equipment

In most instances DPW will drop the unit off at the Contractor's location however there may be times the Contractor will be required to pick it up. Contractor shall have the ability to provide their own transporting vehicles, or to obtain towing services. Contractor shall contact DPW to schedule all pick-ups and deliveries.

Inspection of Work

Within two (2) business days of receipt of the repaired unit, the County will perform an inspection. If the repair service was not completed properly, the County will return the unit to the Contractor for corrective repair service. All corrective repair service must be performed at no charge to the County.

Timely Delivery

Contractor(s) will make a concerted effort to meet Walworth County's needs. Contractor(s) shall give DPW as much advance notice as possible whenever, for any reason, the Contractor is unable to provide services.

Contractor(s) shall contact the DPW representative to schedule all pick-ups and deliveries.

If the Contractor is unable to meet the time frame as quoted for the repairs, the Contractor shall contact the County with the extension time required.

- a. If the Contractor deems necessary repairs are required that are beyond the original quotation, the Contractor must receive written approval from the County before any additional repairs or services are made

Walworth County reserves the right to:

- Accept the Contractor's quote and issue a written authorization to proceed,
- Elect to not have the Contractor proceed with the work, or
- Provide a revised repair plan and timeline to the Contractor to evaluate and price.

13. NEW EQUIPMENT

Unless otherwise noted, all materials and equipment used shall be new and unused OEM repair parts and products that meet or exceed manufacturer's quality requirements, unless prior written approval is given by the County. Parts, materials or equipment classified as demonstrators, prototype or discontinued, are not acceptable. All parts and equipment shall be the latest model offered and must be tried, proven, and in current use.

Remanufactured or rebuilt parts may be used only if new parts are not available and as approved by DPW. Rebuilt parts shall carry a minimum 90-day parts and labor warranty. Contractor shall furnish proof of parts warranty.

14. REJECTION

All Work done and material furnished by the Contractor are subject to acceptance by the County based on the material and labor's conformity to these project specifications. In the event where the Contractor or its subcontractor were to provide materials and or labor that does not conform to these project specifications and has not gained prior approval from the County, the material and or labor will be subject to rejection. Rejected Work or materials shall be replaced or redone at the expense of the Contractor.

15. ADD-ONS

The County reserves the rights to add, delete or acquire other types of service that the Contractor can provide that are similar to, but not specifically called for, in this bid. The procedure for such acquisitions shall be as follows:

Purchasing will send the Contractor a letter requesting pricing for the service(s) to be added to the contract. The Contractor, within three working days, should respond in writing and include the bid number, contract period and the price for each service requested. Upon receipt, the County shall issue a Contract amendment adding the service(s) or reject prices and obtain bids on the open market for these add-ons.

16. ADDITIONAL PRE-QUALIFIED VENDORS

During this contract period, it is possible that the Contractor's awarded this contract are not able to provide services under various circumstances due to work loads, inability to provide specialized services required, work not originally covered in the scope of services, etc. Therefore, DPW reserves the right to add new Contractor(s) during the contract period. The procedure for such addition(s) shall be as follows:

New vendor(s), within a specified deadline, shall complete and provide in writing the same bid documents as were initially provided by all other vendors, along with the pricing for the service (s). All new vendor(s) shall go through the evaluation process to ensure that minimum requirements have been met to provide the services needed. Vendors added will not be allowed to provide services until a fully executed contract is in place with the same terms and conditions as the other contracted vendors.

17. EMPLOYMENT STANDARDS

Contractor agrees that trained, certified, and competent employees shall perform the services required using industry-accepted standards.

All mechanics/technicians must be State of Wisconsin certified for the type of work being performed. Evidence of this **MUST BE INCLUDED WITH YOUR BID RESPONSE.**

18. WORK / SITE RULES

Contractor shall comply with Walworth County's work/site rules. Contractor shall comply and accept exclusive responsibility for each individual employee while on Walworth County property.

The contractor agrees that upon request by the County, it will remove from the County's premises any employee, when in the opinion of the County, does not follow proper conduct or appears to not be suited to perform the work assigned. Employee Documentation

19. SUBCONTRACTING

In the event that a portion or portions of the contract are bid as subcontracted, the bidder shall provide a list of intended subcontractors with their bid. Walworth County shall be the sole judge in determining whether the subcontracted firm or firms, are qualified to provide the services as sought. Walworth County reserves the right to reject the bid if the subcontractors are determined to be unqualified or unacceptable.

All subcontractors shall be held to the same Insurance provisions as noted herein. Additionally, the subcontractor shall comply with all requirements as stated in this specification.

No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. If Sub-Contractors are used, Walworth County will consider the awarded vendor to be the Prime Contractor and to be solely responsible in all contractual matters, including payment of any and all charges resulting from such sub-Contractor arrangements. The prime contractor shall be fully responsible for the acts, errors and omissions of the subcontractor.

20. NONDISCRIMINATION / AFFIRMATIVE ACTION

In connection with the performance of any work under this request, the vendor(s) agree 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 vendor(s) further agree to take affirmative action to ensure equal employment opportunities. Failure to comply with the conditions of this clause may result in the vendor(s) becoming declared an ineligible vendor, termination of the contract, or withholding of payment.

21. WARRANTY

The materials used and services rendered during an application shall be warranted by the manufacturer and Contractor for a period of 30 days.

22. INSURANCE REQUIREMENTS

- I. The Contractor shall furnish County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:
 - A. Workers Compensation and Employers' Liability - Worker's Compensation statutory - in compliance with the Compensation law have the State and Employers' Liability insurance with a limit not less than \$ 100,000 each accident.
 - B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 if aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but is not limited to, the following coverage:
 1. Premises - Operations
 2. Products and Completed Operations
 3. Broad Form Property Damage
 4. Contractual
 5. Personal Injury
 - C. Automobile Liability with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all of the following:
 1. Owned Automobiles
 2. Hired Automobiles
 3. Non-Owned Automobiles
 - D. Garage Liability Coverage
Policy shall provide general and automobile liability insurance coverage for premises and operations, products and completed operations, owned, hired, non-owned and customer's vehicles and equipment. Automobile liability coverage shall be written with coverage on a primary, non-contributory, basis including while operating customer's vehicles at Contractor's facility and during pick-up and drop-off to/from the County's facilities. Limits of liability of not less than \$1,000,000 each accident or loss.
 - E. Garage Keeper's Coverage
Policy shall provide liability coverage for physical damage to customer's vehicles and equipment on a direct coverage primary basis while in the care, custody or control of the Contractor. Limit not less than \$50,000 each auto comprehensive and \$50,000 each auto collision coverage.
- II. The certificate shall list the **Certificate Holder and address as follows:** Walworth County, Attn: Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, Wisconsin 53121.
- III. Such insurance shall include under the **General Liability and Automobile Liability Policies** Walworth County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds.**"
- IV. Such insurance shall include a **thirty (30) day notice to the County prior to cancellation or material policy change.** The notice shall be given to Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, Wisconsin 53121. **NOTE: Standard Cancellation Clause on a Certificate of Insurance is not acceptable.**

- V. Supplier shall require sub supplier; if applicable, to furnish identical Certificates of Insurance to Walworth County prior to contract taking effect.

23. TERM / PRICING

Term

The contract term shall be for a period of one (1) year, with an option to extend for four (4) additional one (1) year periods, under the same terms and conditions, and by mutual consent of both parties. The estimated commencement of the service contract will commence in November, 2017.

Pricing:

Vendors shall provide pricing for all services related to the repair services of heavy duty trucks and off-road equipment, e.g., hourly rates (regular and overtime) for each skill set, pickup, delivery, and any other rates that may be charged to the County as a result of the services provided.

Labor: Hourly rates may be adjusted in accordance with the Employment Cost Index, Private Industry Wages and Salaries, 12-month percent change from the 2nd quarter of the prior year to the current year, not seasonally adjusted, for the Midwest Area for, or 3% of the previous year's cost, whichever is lower. Notification of any requested increase is required in writing to Walworth County from the Contractor a minimum of 30 days prior to the end of each contract year.

Parts/Materials: Contractor will be allowed a 5% markup over vendor cost. The 5% markup will not apply to taxes and/or shipping and handling costs.

All other terms and conditions shall remain the same.

24. INVOICES

The invoice must specifically note the amount of hours worked, the hourly rate and the total cost for labor.

All parts/materials must be delineated on the invoices along with their cost. If material costs on per each or aggregate basis exceeds \$100, copies of invoices must be included. For parts/materials below \$100, DPW will review the materials pricing and if it is determined they are not in line with market conditions, the contractor will be contacted for additional documentation, further explanation and/or correction.

25. PAYMENT

Walworth County's preference is to pay for goods and/or services with a P-Card. If you accept payment by p-card, all pricing must be inclusive of any and all fees associated with the acceptance of MasterCard; i.e. no minimums and/or additional fees.

In addition, vendor should note how many days after receipt and acceptance of goods/services or receipt of invoice (whichever is later), payment must be processed to accept the credit card. The County will not process payment until the receipt of goods is confirmed. Walworth County requires a minimum of ten (10) days to process p-card payments.

If you are unable to accept credit card, payment will be made within forty-five (45) days of receipt, providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Vendors who wish to quote a discount for early payment against a purchase order may do so (reference the payment terms of the Pricing Document). For example: 1%/10 days. Discounts will be taken into consideration when evaluating costs.

26. CANCELLATION

Walworth County reserves the right to cancel any agreement 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 agreement or with any federal or state debarred vendor or a vendor that is presently identified on the list of parties excluded from federal, state procurement and non-procurement agreements.

27. "PIGGYBACK" CLAUSE

Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. Walworth County acts only as the "Contracting Agency" for those public agencies.

END OF DOCUMENT

EXHIBIT A - VENDOR (s) CERTIFICATE OF COMPLIANCE

Walworth County Purchasing Division

Request for Bid

Mechanical Repair Services for Heavy Duty Trucks & Off-Road Equipment

GENERAL

This form must be completed in its entirety and submitted with vendor(s) response to acknowledge that vendor(s) meets or exceeds the minimum requirements.

INSURANCE

Vendor certifies that the company / individual is in compliance with, or is prepared to comply with the insurance requirements as detailed in the specifications. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Walworth County Purchasing Division within five (5) days of notification of award, the County reserves the right to select another vendor.

I acknowledge that I have read and will comply with the Insurance Requirements _____ (initials)

WALWORTH COUNTY STANDARD TERMS AND CONDITIONS:

Vendor certifies that the company / individual has read and agrees with the Standard Terms and Conditions as posted on Walworth County's Website.

I acknowledge that I have read and agree to Walworth County's Standard Terms and Conditions. _____(initials)

SPECIFICATIONS COMPLIANCE:

Vendor certifies that s/he meets or exceeds all specifications listed herein. _____ (initials)

CERTIFICATION

Vendor certifies all mechanics/technicians assigned to provide services for Walworth County are State of Wisconsin certified for the type of service being performed. **Evidence of this has been included with my bid.** _____ (initials)

CERTIFICATE OF COMPLIANCE – (Exhibit A)

Vendor confirms Exhibit A is complete, signed and included in their bid response _____ (initials)

RECEIPT OF ADDENDUM: Vendor(s) acknowledges receipt and inclusion of Addendum number ____through____.

FORM OF PAYMENT: Would company accept a Purchasing Card as a form of payment, and/or additional fee(s) without any minimums? _____ **Yes** _____ **No**

If yes, how many days after receipt of invoice (or acceptance of goods, whichever is later) payment must be processed to accept the credit card. Note: Minimum of 10 days is required. _____ **Days**

PIGGYBACKING: My Company agrees to furnish the item(s)/service(s) proposed in this bid to other units of government at the same terms and conditions. _____ **Yes** _____ **No**

DEBARRED CONTRACTORS: Acknowledgement that the vendor(s) is not on the State of Wisconsin Department of Workforce Development list of debarred contractors with the effective dates during this project:

_____ (initials)

I hereby certify that all statements herein are made on behalf of:

Name of Company:	
Contact Name:	
Address:	
Phone Number:	
Email:	

Signature: _____ Date: _____

Vendor Contact Person for:

<u>Order Placement:</u>		
Name: _____	Phone: _____	
E-Mail: _____	Fax: _____	
Address: _____		
City: _____	State: _____	Zip: _____

<u>Contract Issues:</u>		
Name: _____	Phone: _____	
E-Mail: _____	Fax: _____	
Address: _____ _____		
City: _____	State: _____	Zip: _____

<u>Payment</u>		
Name: _____	Phone: _____	
E-Mail: _____	Fax: _____	
Address: _____		
City: _____	State: _____	Zip: _____

Exhibit B: References

Provide references for similar contracts you have, preferably one who is a public sector client, which demonstrate your firm's relevant experience.

Reference 1:

Name of Company/Vendor:	
Address:	
City, State, Zip:	
Contact Name:	
Email Address:	
Phone Number:	
Fax Number:	
Relevant Project Name:	
Year of Service:	

Reference 2:

Name of Company/Vendor:	
Address:	
City, State, Zip:	
Contact Name:	
Email Address:	
Phone Number:	
Fax Number:	
Relevant Project Name:	
Year of Service:	

Reference 3:

Name of Company/Vendor:	
Address:	
City, State, Zip:	
Contact Name:	
Email Address:	
Phone Number:	
Fax Number:	
Relevant Project Name:	
Year of Service:	

Exhibit C: Cost Summary

Mechanical Repair Services of Heavy Duty Trucks and Off-Road Equipment

List the authorized dealership(s) your company is certified to provide mechanical services and obtain OEM parts for:

List the mechanical expertise your company is able to provide (such as, brakes, transmission repair, engine repairs, hydraulic repairs, etc.):

Do you own your own transporting vehicles, such as tow trucks or flat beds? Yes No

Will you transport vehicles using a towing service? Yes No

Vendors shall provide the title/skillset of the personnel that will provide the services long with their hourly rates.

#	Title of Personnel / Mechanic to Provide Services	Straight Time Hourly Rate	Overtime Hourly Rate
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Vendors shall provide a description of services provided along with the unit of measure (each, mile, trip, hour, etc.) and cost of the service.

#	Description of Service	Unit of Measure	Price
			\$
			\$
			\$
			\$

EXHIBIT D: EQUIPMENT LIST

Below is a sample list of the types of equipment that may require service under this contract. This information is being provided to assist Vendors with providing a bid response.

Model Year	Model	Description
2012	4300 SBA LP 4X2	INTERNATIONAL SIGN TRUCK
2015		SINGLE AXLE MACK 2015
2006	CV713	DUMP TRUCK, TANDEM
2016	4300SBA-LP	INTERNATIONAL FLAT BED TRUCK
2008	GU 713	TANDEM DUMP TRUCK
2009	GU 713	MACK TANDEM
2010		MACK TANDEM TRUCK
2004	CV713	MACK TANDEM TRUCK
2004		POWER REVERSIBLE PLOW
		SPREADER W/CONVEYOR PREWET
2005	430 SBA 4X2	ALTEC AERIAL BUCKET TRUCK
2016	GU713	MACK 6X6 DEMO/PATROL TRUCK W/RUBBLE BOX
2002	6405	JOHN DEERE TRACTOR
2015	6115M	JOHN DEERE TRACTOR 120 HP
1990	180 HP	GRADER 180 HP CAT
1996	143H	CATERPILLAR GRADER
2010	962H	CATERPILLAR 962H LOADER
2016	962M	LOADER 250 HP CAT, 4.5 CUBIC YD BUCKET
2012	EZ1000	CRACKFILLER TUB 265 GALLONS
2013	PC310B	COLD PLANER CATERPILLAR
2008	465	SKIDSTEER LOADER
2000	962G	LOADER CATERPILLAR 962G
2010	A904C	LIEBHERR EXCAVATOR
2002	A904	LIEBHERR EXCAVATOR
2013	938	LOADER CATERPILLAR 172 HP
2011	5600	BOBCAT TOOL CAT SKIDSTEER
2007	T8500	PAINT TRUCK CHEVY EZ LINER
2011	W 530	WEILER ROAD WIDENER SELF PROPELLED SHLDR MACH
2002	RD688P	PATROL TRUCK, MACK
2003		PATROL TRUCK
2003	CH613 SEMI TRACTOR	MACK TRUCK



SECTION 00 52 60

**SAMPLE CONTRACT
Walworth County
Purchase of Goods and/or Services
Contract**

Contract Number:		
Goods and/or services to be provided:		
Contract Period:	1/1/1_-12/31/1_ or 1/1/1_ through final project completion and acceptance.	
Contract Amount:	\$	
County:		
Organization Name:	Walworth County	
Address:	100 West Walworth Street Elkhorn, WI 53121	
Name of contact person for Contract Issues:	[ENTER NAME], [ENTER TITLE]	
Telephone:	262-741-XXXX	
Fax:	262-741-XXXX	
E-mail:	XXXX@co.walworth.wi.us	
Name of contact person for Contract Administration:	[ENTER NAME], [ENTER TITLE]	
Telephone:	262-741-XXXX	
Fax:	262-741-XXXX	
E-mail:	XXXX@co.walworth.wi.us	
Contractor:		
Organization Name:		
Address:		
Name of contact person authorized to make binding commitments for the Contractor:		
Telephone:		
Fax:		
E-mail:		
Name of contact person for Contract Administration (if different from above):		
Telephone:		
Fax:		
E-mail:		

PURCHASE OF GOODS AND/OR SERVICES CONTRACT

Parties

This Contract is between **Walworth County** whose business address is, 100 West Walworth Street, **Elkhorn, WI 53121**, hereinafter referred to as the County and _____ whose business address is _____ hereinafter referred to as Contractor.

Article 1 – Overview

This Contract sets forth the responsibilities, time and cost of goods and services relating to the **Description of Goods and Services** by Contractor.

Section 1.1 Goods and Services to be Provided

The COUNTY and Contractor agree that Contractor will provide the following goods and/or services:

Description of Goods and Services
at the following location(s):

ENTER NAME AND ADDRESS OF LOCATION(s)

Goods and services shall be provided in accordance with the County's Request for **Bid/Proposal** for **Description of Goods and Services** and the **bid/proposal** submitted by Contractor which are attached as the following exhibits and made a part of this Contract.

Exhibit A – Walworth County Request for **Bid/Proposal** for **Description of Goods and Services** Exhibit B – Bid/Proposal from [Enter Contractor Name]

Article 2 – Term

This Contract is to be effective **upon execution of Contract through final project completion and acceptance.**

Article 3 – Administration

The Contractor employee responsible for day-to-day administration of this Contract will be _____ whose business address is _____. In the event that the administrator is unable to administer this Contract, Contractor will contact County and designate a new administrator.

The County employee responsible for day-to-day administration of this Contract will be _____, whose business address is _____, Elkhorn, WI 53121. In the event that the administrator is unable to administer this Contract County will contact Contractor and designate a new administrator.

Article 4 – Goods and/or Services to be Provided

Section 4.1 Inability to Provide Quality or Quantity of Goods and/or Services

The Contractor shall notify the County immediately in writing and deliver in person or by registered mail whenever it is unable to provide the required quality or quantity of the goods and/or services. Upon such notification, the County and Contractor shall determine whether such inability will require a revision or termination of this Contract. (See Article 16 "Revision or Termination of this Contract.")

Section 4.2 Remedies

In the event Contractor fails to provide **Description of Goods & Services** or creates errors which results in the County being obliged to perform required services, if any, the County will be reimbursed the total cost of the County employees' wages including benefits and all other costs directly incurred by the County for corrective actions taken.

Section 4.3 Documentation of Quality and Quantity of Goods and/or Services

The Contractor shall retain all documentation necessary to adequately demonstrate the time, cost, duration, location, scope, quality and effectiveness of goods and/or services rendered under the Contract. The County reserves the right to not pay for units of goods and/or services reported by the Contractor that are not supported by documentation required under this Contract.

Section 4.4 Standards for Performance in Delivery of Goods and/or Services

The County will monitor the Contractor's performance and will use the results of this monitoring to evaluate the Contractor's ability to provide adequate goods and/or services to the County. If the Contractor fails to meet contract goals and expected results, the County may reduce or terminate the Contract immediately.

Section 4.5 Force Majeure

Neither party shall be in default by reason of any failure in the 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.

Article 5 – Payment and Allowable Costs

Section 5.1 Amount Paid Under Contract

The maximum payment under this Contract is \$_____ pursuant to Exhibit _____. Actual total payment will be based upon the amount of goods and/or services authorized by the County and the amount of goods and/or services performed by Contractor. It is understood and agreed by all parties that the County assumes no obligation to purchase from the Contractor any minimum amount of goods and/or services as defined in the terms of this Contract.

Section 5.2 Reimbursement of Expenses

The County is not liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

Section 5.2.1 Invoicing and Payment

Contractor will invoice the County pursuant to Exhibit _____. All invoices are to be mailed to Walworth County Finance Department – Accounts Payable Division, 100 West Walworth Street, Elkhorn, WI 53121. Unless otherwise agreed, Walworth County will pay properly submitted vendor invoices within forty five (45) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on a purchase order, if a purchase order is issued with this contract. Walworth County's preference is to pay for goods/services on procurement

card (P-card). However, if P-card is unacceptable, payment will be made in accordance with the above.

Section 5.3 Payment in Excess of Earned Amount

The Contractor shall return to County any funds paid in excess of the amount earned under this Contract within 90 days of the end of the Contract period. If the Contractor fails to return funds paid in excess of the amount earned, the County may recover the excess payment from subsequent payments made to the Contractor or through other collection means.

Article 6 – Confidentiality

Section 6.1 Confidentiality

Contractor acknowledges that the information disclosed during the performance of this Contract is confidential and/or proprietary to the County. Such information shall not be disclosed to third parties without written consent from the County.

Contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or information obtained from the County or from others in carrying out its function is disclosed. The County reserves the right to review such procedures to ensure acceptability to the County. Any person(s) requesting information should be referred directly to the County.

Section 6.2 Contract Not Confidential

Except for documents identified as an exception to s. 19.36(3), Wis. Stat. the Contract and all related documents are not confidential.

Section 6.3 Promotional Advertising

Reference to or use of Walworth County, any of its departments, or sub-units or any County official or employee for commercial promotion is prohibited.

Article 7 – Conflict of Interest

The Contractor shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

Article 8 – Debarment and Suspension

The Contractor certifies through signing this Contract that neither the Contractor nor any of its principals are not on the state or federal government list of debarred contractors with the effective dates during this Contract. In addition, the Contractor shall notify the County within (5) five business days in writing and send by registered mail if the Contractor or its principals receive a designation from the state or federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a state or federal agency. The County may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 17 “Special conditions for high risk contract” or for revising or terminating the Contract under Article 16 “Revision or termination of this Contract.”

Article 9 – Authorization

The Contractor shall deliver prior authorized goods and/or services only to individuals who have been determined eligible to receive goods and/or services. Individuals to receive the goods and services shall be determined by the County.

Article 10 – Independent Contractor

Section 10.1 Independent Contractor

Nothing in this Contract shall create a partnership or joint venture between the County and the Contractor. The Contractor is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County. Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of the County.

Section 10.2 Contract Not Assignable

This Contract is not assignable, in whole or in part, by County or Contractor without written consent of Walworth County.

Section 10.3 Sub-Contracting

Contractor agrees that no sub-contract with a third party, for all or any part of Contractor's responsibilities identified in this Contract, may be entered into without prior written approval of the County. County agrees not to withhold approval for Contractor to sub-contract, provided the sub-contractor abides by the terms and conditions of this Contract. Regardless of the participation of an approved sub-contractor, Contractor agrees to retain primary responsibility for the fulfillment of its obligations under this Contract. Contractor shall be fully responsible to the County for the acts and omissions if his subcontractors and/or persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by the Contractor.

Section 10.4 No Authority to Bind County

Contractor has no authority to enter into contracts on behalf of County. This Contract does not create a partnership between the parties.

Section 10.5 No Construction

All terms and conditions included in this Contract are understood as NO CONSTRUCTION AGAINST ANY PARTY. This Contract is the product of informed negotiations between the County, the parties, all of whom are acknowledged to have been represented by competent and informed counsel. If any part of this Contract is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by all parties.

Article 11 – Indemnity and Insurance

Section 11.1 Indemnity

The Contractor agrees that it will at all times during the existence of this Contract indemnify the County, its officers, agents and employees against any and all liability including claims, demands, damages, actions or causes of actions; together with any and all losses, costs or expense, including attorney fees where such liability is founded upon or grows out of the acts, errors, or omissions of the other party, its employees, agents or subcontractors. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the County.

Section 11.2 Insurance

The Contractor agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, the Contractor will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. Such insurance shall be primary. The types of insurance coverage shall be pursuant to Exhibit A however, not less than the minimum amounts below:

- Comprehensive General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Workers Compensation: minimum amount \$100,000 per accident

Contractor acknowledges that its indemnification liability to County is not limited by the limits of this insurance coverage.

The Contractor shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s).

The County reserves the right to increase, decrease and/or add additional insurance if necessary.

Upon signing this Contract, Contractor will furnish County with a “Certificate of Insurance” verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter indemnified against, County shall notify the Contractor by registered mail within five business days.

Article 12 – License, Certification, and Staffing

Section 12.1 License and Certification

The Contractor shall meet local, state and federal service standards and applicable state training, licensure and certification requirements as expressed by local, state and federal rules and regulations applicable to the goods and/or services covered by this Contract. The Contractor shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Contractor to this Contract when returning the signed Contract to the County. During the Contract period, if applicable, the Contractor shall also send the County copies of any licensing inspection reports within 5 business days of receipt of such reports.

Section 12.2 Staffing

The Contractor shall ensure that staff providing goods and/or services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.

Section 12.3 Safety Requirements

All material, equipment and supplies provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

Section 12.4 Regulations

Contractor agrees to comply with all the requirements of all applicable federal, state and local laws.

Article 13 – Records

Section 13.1 Ownership

All deliverables and /or other products of this Contract (including but not limited to all procedures, solicitation packages, reports, records, summaries and any other matter and materials prepared by Contractor in performance of this Contract) will be the sole, absolute and exclusive property of County, free from any claims or retention of rights, thereto on the part of Contractor, its agents, subcontractor, officers or employees.

Section 13.2 Maintenance of Records

The Contractor shall maintain and retain such records and financial statements as required by state and federal laws, rules, and regulations.

Section 13.3 Examination of Records

The County shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, transcribe, and copy, on Contractor's premises, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the Contractor shall provide copies of the data storage media or a computer printout of such if the County so requests. Any charges for copies of books, documents, papers, records, computer data, storage media or computer printouts provided to the County shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation or expiration of this Contract.

Article 14 – Reporting

The Contractor shall comply with the reporting requirements of the County. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Contractor's records. All reports shall be hand delivered to the County, sent by secure e-mail, or sent to the County via registered mail at the address listed in this Contract, if required.

Article 15 – Resolution of Disputes

The Contractor may appeal decisions of the County in accordance with the terms and conditions of the Contract and Chapter 68, Wis. Stats.

Section 15.1 Choice of Law

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Wisconsin and venue for any legal action between parties shall be in Walworth County Circuit Court.

Article 16 – Revision or Termination of this Contract

Section 16.1 Cause for Revision or Termination of this Contract

Failure to comply with any part of this Contract may be considered cause for revision or termination of this Contract. County may terminate this Contract at any time immediately for good cause. The County may permit the Contractor a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. County shall not unreasonable withhold such permission.

Section 16.2 Amendments

All changes that are mutually agreed upon by and between the County and the Contractor, including any increase or decrease in the amount of the Contractor's compensation, shall be in writing and designated as written amendments to this Contract.

Section 16.3 Severability

If any part of this Contract shall be held unenforceable, the rest of this Contract will nevertheless remain in full force and effect.

Section 16.4 Termination of this Contract

Either party may terminate this Contract by a 60-day written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other materials related to the services prepared by the Contractor under this Contract shall, at the option of the County, become the property of the County.

Upon termination, the County's liability shall be limited to the costs incurred by the Contractor up to the date of termination. If the County terminates the Contract for reasons other than non-performance by the Contractor, the County may compensate the Contractor for its actual allowable costs in an amount determined by mutual agreement of both parties. If the County terminates the Contract for the Contractor's breach, the Contractor may be liable for any additional costs the County incurs for replacement goods and/or services and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined.

Article 17 – Special Provisions for High Risk Contract

During the course of the Contract, the County may determine that this Contract is high risk as a result of evaluating the Contractor's performance or other factors. Determination of high risk status could result in County unilaterally implementing the following changes:

- a. Modifying the payment method to a cost reimbursement basis;
- b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- c. Requiring additional, more detailed financial reports;
- d. Performing additional project monitoring;
- e. Requiring the Contractor to obtain technical or management assistance;
- f. Establishing additional prior approvals; or
- g. Other conditions that the County considers appropriate considering the circumstances.

The Contractor may appeal these changes under Article 15 "Resolution of Disputes," or it may request renegotiation of the Contract or give notice of termination of the Contract under Article 15 "Revision or Termination of this Contract."

Article 18 – 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. Failure to comply with the conditions of this clause may result in the Contractor(s) becoming declared an ineligible Contractor, termination of the Contract, or withholding of payment.

Signatures

This Contract becomes null and void if the time between the County's authorized representative signature and the Contractor's authorized representative signature on this Contract exceeds sixty days.

For County

Walworth County

Typed Name:

Kimberly S. Bushey / Nick Cramer

Title:

County Clerk / Purchasing Manager

Signature:

Date:

For Contractor

Typed Name:

Title:

Signature:

Date:
