



**#2022-38
INVITATION TO BID
VEHICLE TOWING SERVICES
FOR
ROCK COUNTY SHERIFF'S OFFICE
JANESVILLE, WISCONSIN**

Bids due in Rock County Purchasing Division by:

October 27, 2022 – 2:00 p.m. (Local time)

Bids received after this date and time will be rejected.

Bids must remain in effect the life of the contract.

Address Bid to: Shilo Titus, Purchasing Manager
Rock County Courthouse
Purchasing Division
51 S. Main Street
Janesville WI. 53545

*****MARK SEALED ENVELOPE: #2022-38 VEHICLE TOWING*****

Rock County is accepting sealed bids for vehicle towing services for the Rock County Sheriff's Office fleet vehicles. This Invitation to Bid also includes evidentiary and other agency ordered towing and impound lot maintenance.

Rock County reserves the right to accept or reject any or all bids; to waive any technicality or error in any bid or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

Contracts are awarded to the lowest, most qualified, responsible and responsive bidder on the basis of the base bid and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, time of delivery, competency of bidder, bidder's ability to render satisfactory service, and past performance. If two or more bidders submit identical bids, Rock County will make award to bidder of its choice and such decision will be final.

INSTRUCTIONS FOR BIDS

The bidder is required to submit their bid either via Demandstar or in a sealed envelope marked ITB #2022-38 Shilo Titus, Financial Services Purchasing Division, 51 South Main, Janesville, WI 53545. All bids shall be received by **2:00 p.m. (local time), October 27, 2022**. Any bid submitted after this date and time will be rejected. Vendors are responsible for ensuring that the above office receives their bid before the deadline. No faxed bids will be accepted.

Bid "packets" shall be clearly labeled with vendor name, return address, bid title, date and the name of the vendor's primary contact for bid questions.

Bids shall be signed with named printed below signature. Where Bidder is a Corporation, Bid shall be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

INQUIRIES

All questions concerning this Invitation to Bid shall be submitted **in writing** to Shilo Titus. Questions shall be received by **12:00 Noon (local time), October 12, 2022**. Questions received after this date and time will not be answered. Questions shall be e-mailed to shilo.titus@co.rock.wi.us.

No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County's response.

ADDENDA

All changes in or interpretations of the Bidding Documents prior to bid opening will be made by written addenda issued by Rock County to each recipient of the Bidding Documents on record. All addenda will be issued no later than 72 hours prior to bid opening. All addenda or notice of addenda will be posted on Rock County's website, www.co.rock.wi.us.

PROJECTED TIMETABLE

Issue Invitation to Bid	09/28/2022
Questions Due	10/12/2022 – 12:00 Noon
Amendments Issued by	10/17/2022 – 5:00 p.m.
Bids Due	10/27/2022 – 2:00 p.m.
Evaluation of Bids	10/27/2022- 11/10/2022
Governing Committee Approval	TBD
Contract Execution	01/01/2023

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's bid, become the property of Rock County. We will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material shall have each page clearly marked as confidential. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

BID AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their bid in response to this Invitation to Bid nor for the presentation of their bid and/or participation in any discussions or negotiations.

COMPLIANCE WITH INVITATION TO BID

Bids submitted shall be in strict compliance with the Invitation to Bid. Failure to comply with all provisions on the ITB may result in disqualification. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications. Neglect of the above requirements will not be accepted as reason for the delay in the work or additional compensation.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this Invitation to Bid, but which are necessary to provide functional capabilities proposed by the offeror, shall be included in the bid.

NON-DISCRIMINATION

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)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. 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. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

INDEMNIFICATION

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the contractor.

INSURANCE REQUIREMENTS

The Contractor further agrees that in order to protect itself and County it will at all times during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Coverage shall apply as primary with County named as an added insured. Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution, or commencing work for the County.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of bids will be in writing. Such requests shall not alter the offeror's pricing information contained in its bid.

PROOF OF COMPETENCY OF BIDDER

Any Bidder may be required to furnish evidence satisfactory to Rock County that the Bidder and proposed subcontractors have sufficient means, expertise, financial ability, and experience in the types of work bid to assure completion of the Contract in a satisfactory manner.

MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw Bids at any time before the Bid opening, but may not resubmit them. No Bid may be withdrawn or modified after the Bid opening except where the award of Contracts has been delayed for more than 90 days from the day of the Bid opening.

DEVIATION AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications will be described fully under the bidder's letterhead, signed, and attached to the Bid. In the absence of such statements, the bid will be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

SUBSTITUTIONS

When substitutions are bid, they shall be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. Substitutions shall be requested prior to the question cut-off date and time. Approved substitutions will be included in an Addendum. Rock County shall be the sole judge of equivalency.

DISQUALIFICATION

Rock County reserves the right to disqualify Bids, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

QUANTITIES

Quantities shown within the Invitation to Bid are based upon estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.

AWARD

Award will not be made to any Bidder in default of a Contract with Rock County, or to any Bidder having as its agent or employee, any individual previously in default or guilty of misrepresentation.

NOTICE TO PROCEED

Written notice of award to successful Bidder shall be in the form of a Purchase order from Rock County mailed or delivered to the address shown on the Bid and will be considered sufficient notice of acceptance of Bid, intent to award the Contract, and "Notice to Proceed" with the work.

CANCELLATION

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

APPLICABLE LAW

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement will be in Rock County Circuit Court.

ASSIGNMENT

No right or duty in whole or in part by the contractor under any purchasing contract may be assigned or delegated without the written consent of Rock County.

GUARANTEED DELIVERY

Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials renders the contractor liable for all costs in excess of contract price if alternate procurement is necessary. Excess costs include administrative costs.

PATENTS

By accepting a contract or purchase order from Rock County, the vendor or contractor guarantees that the sale or use of the items or goods being provided will not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such article or articles, and agrees that it will pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

QUALITY LEVEL

Unless otherwise indicated in the Invitation to Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by Rock County.

SAFETY REQUIREMENTS

Materials, equipment and supplies provided to the County shall comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U. S. Occupational Safety and Health Standards, the contractor shall furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, during the course of performing the service necessary to satisfy the requirements of any Invitation to Bid, the contractor is fully liable for public and private protection while work is in progress or at any site exposed as a potential hazard. Contractor shall provide warning devices and/or signs, which shall be prominently installed and displayed, and be fully in compliance with safety regulations.

TAXES

Rock County is exempt from the payment of all federal excise taxes, registration no. (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a). Contractors performing construction activities are required to pay state user tax on the cost of materials which they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil and aviation fuel.

WARRANTY

Unless otherwise specifically stated by the bidder, equipment purchases as a result of a request for bid shall be warranted against defects by the bidder for 90 days from date of receipt. The equipment manufacturer's standard warranty shall apply and the minimum shall be honored by the contractor.

SPECIFICATIONS AND SCOPE OF WORK

PART A - SCOPE

A. GENERAL INFORMATION

1. The Rock County Sheriff's Office proposes to contract their fleet vehicle towing.
2. These specifications included vehicle towing services for the Rock County Sheriff's Office fleet vehicles as well as evidentiary and other agency ordered towing and impound lot maintenance.
3. The Rock County Sheriff's Office maintains a fleet of approximately ninety (90) vehicles which include emergency response vehicles, prisoner transport vehicles and general use vehicles.
4. The Rock County Sheriff's Office does not guarantee any specific or minimum quantity of vehicles to be serviced.
5. Vendor shall be equipped with adequate vehicles and equipment to handle emergency situations and multiple tows.
6. Vendor will have a secured impound yard and building to keep vehicles out of the elements until evidence collection, photographs and pertinent information can be processed for future use by Rock County.

B. PROOF OF INSURANCE

1. Qualified Vendors must submit proof of General Liability Insurance with a Hazard I or Hazard II rider for care, custody, and control, as well as proof of Towing Insurance in the amount of \$1,000,000 in addition to the insurance that is outlined on Page 4.

C. FIRM PRICES

1. Pricing on all contracted services shall remain firm for the duration of the contract.

D. CONTRACT DURATION

1. The contract for this service shall start on January 1, 2023 and expire on December 31, 2025.
2. The County reserves the right to extend this contract for two additional one-year periods not to exceed a total of five years.
3. The contract may be terminated upon **30 days written notice** by either party.

PART B - FLEET TOWING SPECIFICATIONS

A. TOWING SERVICES

Bids must be submitted on the attached Bid Form to be accepted. Please include any additional information or deviations from specifications on your company letterhead.

1. Towing Services for fleet vehicles from:
 - a. Anywhere **within** Rock County:
 - towing flat rate + rate per mile
 - recovery + rate per mile
 - b. Locations **outside** of Rock County:
 - towing flat rate + rate per mile
 - recovery + rate per mile
2. Towing Services for evidentiary and other Sheriff Office ordered tows as defined by the Rock County Sheriff's Office from:
 - a. Anywhere **within** Rock County:
 - towing flat rate + rate per mile
 - recovery + rate per mile
 - b. Locations **outside** of Rock County:
 - towing flat rate + rate per mile
 - recovery + rate per mile

NOTE: Recovery shall be defined as any tow which by its nature prohibits the towed vehicle from being moved due to accident damage or the vehicle's location.

3. Hourly rate for impound lot maintenance. This includes moving of vehicles around and from lot to lot.

PART C - ITEMS TO BE INCLUDED WITH BID

Vendors must submit the following information with their bid to be considered. Bids will be awarded based on cost and the following information:

- Number of years in business
- Number of staff and staff experience
- List of all equipment owned including number of trucks
- Location of Storage Facility
- References – At least 3
- Hours of service available



**2022-38
INVITATION TO BID
VEHICLE TOWING SERVICES
BID FORM**

A. FLEET VEHICLES**Within Rock County**

Flat Rate Hook-Up \$ _____ + \$ _____ Per Mile

Recovery Hook-Up \$ _____ + \$ _____ Per Mile

Outside Rock County

Flat Rate Hook-Up \$ _____ + \$ _____ Per Mile

Recovery Hook-Up \$ _____ + \$ _____ Per Mile

B. EVIDENTIARY TOWS**Within Rock County**

Flat Rate Hook-Up \$ _____ + \$ _____ Per Mile

Recovery Hook-Up \$ _____ + \$ _____ Per Mile

Outside Rock County

Flat Rate Hook-Up \$ _____ + \$ _____ Per Mile

Recovery Hook-Up \$ _____ + \$ _____ Per Mile

C. IMPOUND MAINTENANCE

Hourly Rate during normal business hours \$ _____ per hour

Normal Business Hours:

Monday – Friday: _____ AM - _____ PM

Saturday: _____ AM - _____ PM

Sunday: _____ AM - _____ PM

After normal business hours charge: \$ _____

2024 PRICE INCREASE (IF ANY) _____ %

2025 PRICE INCREASE (IF ANY) _____ %

PROVIDE ON YOUR COMPANY LETTERHEAD THE FOLLOWING INFORMATION WITH YOUR BID:

- Number of years in business
- Number of staff and staff experience
- List of all equipment owned including number of trucks
- Location of Storage Facility
- References – At least 3
- Hours of service available

List any deviations or other pertinent information related to this Invitation to Bid on your Company Letterhead.

PREPARED BY:

SIGNATURE & TITLE

PRINT NAME

COMPANY:

ADDRESS:

PHONE:

E-MAIL