



**#2022-43
INVITATION TO BID
VEHICLE SERVICE-BODY
FOR
ADRC OF ROCK COUNTY AGING UNIT
JANESVILLE, WISCONSIN**

Bids due in Rock County Purchasing Division by:

October 31, 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

Rock County is accepting sealed bids for service on the ADRC of Rock County-Aging Unit fleet vehicles. These vehicles are used to provide transportation to older adults and persons with disabilities through Rock County Transit.

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 based on 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 via Demand Star or a copy of their bid in a sealed envelope marked ITB #2022-43 to Shilo Titus, Financial Services Purchasing Division, 51 South Main, Janesville, WI 53545. All bids must be received by **2:00 p.m. (local time), October 31, 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.

Bid "packets" must 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 must 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 must be submitted **in writing** to Shilo Titus. Questions must be received by **12:00 Noon (local time), October 11, 2022**. Questions received after this date and time will not be answered. Questions may be e-mailed to shilo.titus@co.rock.wi.us.

No verbal explanation or instructions will be given regarding 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.

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 if they are within reason. All vendor confidential material must 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.

PROJECTED TIMETABLE

Issue Invitation to Bid	09/27/22
Questions Due	10/11/22 – 12:00 noon
Amendments Issued by	10/17/22 – 5:00 p.m.
Bids Due	10/31/22 – 2:00 p.m.
Evaluation of Bids	10/31/22 – 11/10/22
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.

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

Proposals submitted must 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 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, must 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. Except with respect to sexual orientation, 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 or omissions of any agents or employees of the contractor.

INSURANCE REQUIREMENTS

The Contractor further agrees that to protect itself and County it will always 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 must be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. 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 more than 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 must 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 must furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, while 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 must provide warning devices and/or signs, which must 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. 0081020421906606 (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 because 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 must be honored by the contractor.

SPECIFICATIONS AND SCOPE OF WORK

PART A - SCOPE

A. GENERAL INFORMATION

1. The ADRC of Rock County-Aging Unit proposes to contract their Rock County Transit fleet vehicle Body work.
2. The ADRC of Rock County-Aging Unit/Rock County Transit maintains a fleet of approximately twelve (12) vehicles which include lift-equipped mini-buses and wagons.
3. The ADRC of Rock County-Aging Unit does not guarantee any specific or minimum quantity of vehicles to be serviced.
4. Current Rock County Transit fleet of vehicles includes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Type</u>
2012	Ford		Mini-Bus
2013	Dodge	Caravan	Wagon
2015	Ford		Mini-Bus
2015	Ford		Mini-Bus
2014	MV-1		Wagon
2016	Ford		Mini-Bus
2017	Ford		Bus
2022	Ford		Mini-Bus
2019	Ford		Mini-Bus
2019	Ford		Mini-Bus
2019	Ford		Mini-Bus
2021	Ford		Mini-Bus
2021	Ford		Mini-Bus

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 in addition to the insurance that is outlined on Page 4.

C. FIRM PRICES

1. Pricing on all contracted services shall remain firm through December 31, 2023.
2. Both the successful vendor and the County shall agree on all changes in pricing for the contract extension periods, should the County choose to extend the contract, at least 30 days prior to its extension.
3. All pricing changes shall be submitted in writing.
4. The ADRC of Rock County-Aging Unit retains the right to adjust the quantities of vehicles serviced, while maintaining the accepted bid price, without notification to the vendor.

D. CONTRACT DURATION

1. The contract for this service shall start on January 1, 2023 and expire on December 31, 2023.
2. The County reserves the right to extend this contract for three additional one-year periods, 2024, 2025 and 2026.
 - Both the successful vendor and the County shall agree on all changes in pricing for the contract extension 30 days prior to its extension.
 - All pricing changes shall be submitted in writing.
3. The contract may be terminated upon **30 days written notice** by either party.

E. REPLACEMENT PARTS

1. Any replacement parts must be manufacture-approved parts.
2. No generic parts will be accepted unless approved in advance by the ADRC of Rock County-Aging Unit.
3. Any rebuilt parts or equipment must be approved by the ADRC of Rock County-Aging Unit prior to installation.

A. OTHER SERVICES

1. Minor/Major Repair Work
 - All repair work will be controlled by the standard flat rate guidelines.
 - The vendor must submit their hourly rate on the Bid Form.
 - The ADRC of Rock County-Aging Unit reserves the right to have an alternative maintenance facility complete any repair or service work that the successful bidder is unable to perform in the specified fashion or time frame.
2. Bulbs
 - Replace all burnt out interior and exterior bulbs.
3. Part Discount
 - The vendor must submit the percentage discount from the suppliers suggested list price on the Bid Form.
4. Service Parameters
 - Pick up/Delivery
 - All qualified bidders must be able to pick up, service and deliver all vehicles to the ADRC of Rock County-Aging Unit Monday through Saturday.
 - Weekly updates after first week of being out of service.
 - All shuttle drivers **must have** a valid Wisconsin Driver's license.
 - Vendors must specify any charges for pick up/delivery on the Bid Form.
 - Service Time
 - Maintenance will **normally** be conducted between 7:00 a.m. and noon, unless otherwise agreed upon by the ADRC of Rock County-Aging Unit maintenance staff for specific cases.
 - The vendor agrees to give the ADRC of Rock County-Aging Unit fleet **priority** for **all** service and repairs.
 - Turnaround Time
 - Unless otherwise agreed upon by both parties, the maximum time vehicles will be allowed out of service will be five (5) hours. This shall include transit time.

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
- References – At least 3
- Hours of service available



**2022-43
INVITATION TO BID
VEHICLE SERVICE
FOR ADRC OF ROCK COUNTY-AGING UNIT VEHICLES
BID FORM**

	\$	PARTS & LABOR
	\$	
MINOR/Major Body REPAIR WORK	\$	FLAT RATE COST
Decal and Wrap Arounds (new and updated as approved by Rock County)	\$	FLAT RATE COST
	\$	FLAT RATE COST
	\$	LABOR ONLY
	\$	EACH
	\$	EACH
	\$	PARTS & LABOR
FLEET PICK-UP/DELIVERY COST	\$	PER VEHICLE
PARTS DISCOUNT		%

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

- Number of years in business
- Number of staff and staff experience
- 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