

**V.A.L.U.E. IN LOCAL GOVERNMENT
(Volume Acquisition of Large Uniform Expenditures)
GROUP VEHICLE PURCHASE
ADMINISTRATIVE VEHICLES, LIGHT TRUCKS, SUV'S & VANS)
GENERAL TERMS AND CONDITIONS**

NOTE: BIDDERS ARE REMINDED TO CAREFULLY EXAMINE THE BID AND SPECIFICATIONS UPON RECEIPT. IF NECESSARY, BIDDERS SHOULD MAKE A WRITTEN REQUEST TO THE PURCHASING AGENT WHOSE NAME APPEARS ON PAGE 1 OF THE BID, FOR INTERPRETATION OR CORRECTION OF ANY AMBIGUITY, INCONSISTENCY OR ERROR DISCOVERED.

ADDITIONALLY, IF IN YOUR OPINION, ANY OF THE TERMS AND CONDITIONS OF THIS SPECIFICATION OR BID PREVENT YOU FROM BIDDING, CONSIDERATION WILL BE GIVEN TO A BIDDER'S REQUEST FOR CHANGE.

ANY REQUESTS FOR CHANGES, CLARIFICATIONS, ETC. MUST BE SUBMITTED TO WAUKESHA COUNTY PURCHASING DIVISION **IN WRITING** AT LEAST **FIVE WORKING DAYS** PRIOR TO BID OPENING. **REQUESTS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**

ANY CHANGES MADE AS A RESULT OF A WRITTEN REQUEST WILL BE ISSUED VIA A BID AMENDMENT TO ALL PROSPECTIVE BIDDERS AND IF NECESSARY, AN EXTENSION WILL BE MADE TO THE BID OPENING DATE.

BIDDERS ARE CAUTIONED NOT TO CHANGE ANY OF THE TERMS OR CONDITIONS IN THE BID AND/OR SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE PURCHASING DIVISION. ANY UNAUTHORIZED CHANGES WILL CONSTITUTE A COUNTER OFFER AND WILL SUBJECT THE BID TO REJECTION.

GENERAL: It is the intent of this specification to describe the minimum requirements for the purchase of vehicles. For the purposes of this specification, the term vehicle shall include all items listed in the Invitation to Bid (administrative vehicles, light trucks, cab/chassis, SUVs and Vans as applicable). All parts, items, or features not specifically mentioned, which are necessary or which are regularly furnished to provide a complete unit, shall be furnished by the successful bidder at the bid price and shall conform in strength and quality of material and workmanship to that usually provided by the practice indicated in this specification.

DELIVERY: The price of the vehicle shall include delivery to the participating agency. Delivery is to be within 60 – 90 days for vehicles (compact, mid-size and full-size) and 90-120 days after receipt of order for the light trucks, vans, etc. All equipment shall be completely inspected and serviced by the dealer prior to delivery. Upon receipt, participating agencies shall make an inspection and, if found not to be in accordance with these specifications, the dealer shall, upon notification, pick up and deliver the vehicle again after it has met the specifications.

Equipment being delivered shall be accompanied by a delivery slip that has been prepared in duplicate. The original will be returned to the vendor and the copy retained by the respective participating agency. A Tax Exemption Certificate, a completed *Certificate of Origin, and an application for Title/Registration shall accompany each vehicle. The documents specified under this section shall list the appropriate participating agency as the owner. For Waukesha County, vehicles shall be titled to "Waukesha County, 515 W. Moreland Blvd., Waukesha, WI 53188."

*Due to the time lapse between the time the vehicle is received and placed into service, we are requesting that the date be left blank. Each agency will put the date the vehicle is placed into service.

FREIGHT INCREASE: If there is a freight increase prior to delivery of the units, the additional increase must be at the dealer's expense.

SPECIAL CONDITIONS: Purchases by any agency participating in this process are contingent upon the appropriation of funds by the governing body of the participating agency. **Only those agencies listed in the bid should be allowed to receive the pricing quoted by vendors. No "piggybacking" should be allowed.**

NON-ALTERNATIVE FUEL VEHICLES: Award will be made by line item to the lowest responsive and responsible bidder who can comply with the applicable base specifications and the specified delivery requirements. **Note: Award will be made on the base cost of the vehicle plus the specified options*. Agencies may or may not request additional options from the successful vendor after award has been made based on the Cost Plus Percentage quoted. If the vendor is unable to provide the options or color as required by a specific agency, that agency reserves the right to go to the next lowest bidder.** Each participating agency reserves the right to hold a pre-award conference prior to issuing a contract and/or purchase order.

*Any options, which result in the vehicle being manufacturer specific, will not be included in the cost analysis for award purposes. Additionally, any vehicles, which are manufacturer specific, will not be included in the cost analysis.

ALTERNATIVE FUEL/LEV VEHICLES: Award will be made on the fuel type that best meets the needs of the agency in terms of obtaining their required quotas for the Clean Fuel Fleet Program. **Agencies may or may not request additional options from the successful vendor after award has been made based on the Cost Plus Percentage quoted. If the vendor is unable to provide the options or color as required by a specific agency, that agency reserves the right to go to the next lowest bidder.** Each participating agency reserves the right to hold a pre-award conference prior to issuing a contract and/or purchase order.

ALL VEHICLES: It is expressly understood that certain option choices such as extended cabs, extended vans, etc. will result in changes to the vehicle such as model, wheelbase, tires, etc. Such changes will not negate the vendor's compliance to the vehicle class bid/specifications.

UNSUITABLE EQUIPMENT: Bids will not be considered for vehicles that have previously failed to perform satisfactorily or from contractors or subcontractors who have a history of performance problems with the applicable participating agency.

BID MODIFICATIONS: The Waukesha County Purchasing Division, on behalf of VALUE shall have the sole authority to modify this bid.

MANUFACTURER'S WARRANTY: As each participating agency is obligated to purchase equipment that will provide service over a long life, the successful bidder may be required to furnish a warranty by the manufacturer that the equipment bid on is suitable for the service intended in accordance with the specifications defined. The vendor shall furnish each participating agency the same warranty as offered to fleet customers, and shall agree to replace and install without charge, within the scope of the warranty, any defective parts or any parts that are determined by the participating agencies not to be suitable for the service intended.

The warranty period shall go into effect at the time the vehicle is placed into service by each participating agency. **VENDORS ARE TO INCLUDE A COMPLETE WARRANTY STATEMENT WITH THEIR BID RESPONSE.**

SERVICE FACILITIES: In order for each participating agency to be assured of being able to maintain and repair the vehicles purchased, there shall be a service facility, with a reasonable stock of repair parts for the equipment bid on, within the participating agency's county or adjoining counties. Note: The successful bidder does not have to be located within the participating agency's county as long as there is an authorized dealer in same or in an adjoining County.

NEW CAR CHECKUP AND SERVICE FOR ALL CARS: Prior to the delivery, the vehicle must be completely serviced by the successful bidder (dealer) in accordance with the manufacturer's standard new car "make-ready" recommendations. Crankcase, differential, and transmission must be filled to capacity as recommended by the manufacturer. Each vehicle shall contain a pre-delivery check sheet showing what operations have been performed on the vehicle by the selling dealer. Vehicles are to be clean, and all stickers are to be removed from glass prior to delivery with the exception of any sticker required by law (Manufacturer's suggest retail price label).

Factory pre-delivery will not be acceptable. Vehicles showing a lack of proper dealer pre-delivery service will not be accepted and will be returned to the selling dealer by that dealer's personnel.

DEALERSHIP EMBLEMS/LOGOS: The vendor shall not install on the vehicle, any logos, nameplates or stickers denoting the name of the company or dealership that may be considered as advertising. Failure to comply with this requirement shall result in the dealership being given the option to remove same, or reimburse each participating agency for removal and restoration, if needed, at prevailing participating agency wages per hour for Automotive Body Mechanic/Painter.

INTERCHANGE ABILITY: All similar equipment purchased under one contract shall have interchangeable component parts, e.g., distributor, axles, wheels, accessories.

MODEL: Vehicles defined in this document shall be the latest models offered. Equipment/vehicles shall be new and unused and not previously titled.

FACTORY INSTALLATION: Items that are available from the factory must be factory installed. If factory installation of an item is not available to the dealer and the dealer is making a dealer modification in order to meet the specification, it must be clearly noted in his response.

SUBCONTRACTORS: The contractor shall be fully responsible for the work of all subcontractors utilized. Contractor will be responsible for assuring that all work is performed in accordance with all specifications and in compliance with manufacturer's recommendations and procedures. Such work includes but is not limited to installation of lights, spotlights, etc.

The contract shall also assume full warranty responsibility for all work performed or for parts furnished by their subcontractors.

PRICING: Pricing must remain firm for the entire model year up to the Factory cut-off date. Pricing of options is to be **per each**.

PAYMENT: Payment will be made by each participating agency within 30 days after acceptance of vehicle and receipt of a properly documented invoice. **Note: Vendors may invoice for the vehicle and OEM equipment once they have delivered the vehicle to the agency. A separate invoice for after-market equipment shall be sent once the completed vehicle has been delivered to the agency.**

Invoices must be submitted in duplicate. **In order to avoid a delay in payment, the original invoice is to be mailed to the "BILL TO" address listed on each agency's purchase order.** The duplicate invoice is to be delivered with the vehicle, certificate of origin and title registration. **Note: The Participating agency must have a clear title or no payment will be made.**

Vendors who wish to quote a payment for early discount may do so. Any early payment discounts **will be** considered for award purposes.

VEHICLE ORDERS: Confirmation of vehicle order must be sent to the agency within 10 days after receipt. Vendor must include an order number and a web-site address that the agency can use to check order status.

BUSINESS CONTINUITY: As any agency involved in this bid, may experience a business interruption and a possible loss of vehicles, please state on a separate sheet your firm's ability to assist in providing participating agencies with either a loaner for a short period of time while a vehicle is being repaired or to assist agencies in locating another vehicle because their vehicle has been totaled .

I. BASE VEHICLE REQUIREMENTS: All vehicles ordered under this bid must include all standard equipment as stated in retail vehicle brochures and sales catalogs, plus the standard accessory items stated herein. There are to be no deducts unless specified; i.e. **Do Not** delete standard features in favor of a cheaper non-standard package and/or lower bid price. For example, if dual tanks are standard, you may not delete one tank to lower your bid price. **With respect to tires, the tires must be of the same manufacturer and design for each individual vehicle.**

NOTE: You must confirm compliance by *initialing* each section on the individual specifications.

ALTERNATE FUEL VEHICLES

Vendors bidding on alternate fuel/LEV vehicles must submit evidence upon request that the engine/chassis is certified to meet the LEV (Low Emission Vehicle) Clean Fuel Fleet Program under the Clean Air Act. **Failure to do so may result in bid rejection.**

Where tank sizes are available; i.e. CNG and LPG, vendors are to include the largest capacity available.

OPTIONS

The most popularly requested vehicle options have been included in the bid document. However, when agencies are preparing their orders, any pricing discounts resulting from grouping option packages **are to be passed on to the ordering agency.** Pricing of options is to be **per each.**