



Find us on  @Outagamie County Highway Department

Highway Department

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Visit our website at www.outagamie.org

**OUTAGAMIE COUNTY
PRE-QUALIFICATION
FOR
TRUCKING VENDORS
FOR
HIGHWAY DEPARTMENT**

**DUE BY: 2nd Monday of each Month
*Reoccurring***

1.0 Description

The Outagamie County Highway Department (*the Department*) acquires trucking services on an “as needed” basis to haul materials to and from various job sites located in and around the county. The Department is currently requesting pre-qualification proposals for reoccurring **TRUCKING VENDORS** for services to be rendered on various construction and maintenance projects currently scheduled to be completed by or for the Department.

The Department maintains a list of pre-qualified vendors who may perform trucking and hauling for the Department. As the need for service arises, pre-qualified vendors will be emailed for a current price and availability, and trucking will be ordered from the lowest-priced and available provider for the given day or job need. Preference may be given to a single vendor who is able to provide for the full need of that day or identified project.

2.0 Insurance and Indemnification

Refer to **Attachment B**. Each responsive vendor must complete **Attachment B** and return with their completed proposal. A Certificate of Insurance is also required in order to be deemed a complete submittal. The Department shall retain this information for the remainder of the current term unless vendor provides updated information.

3.0 Location of Services

All pricing reflected on the submitted price list shall be based on performing work on any County highway or County highway-controlled project within Outagamie County. This may include highway projects, improvements on or at County-owned facilities, or highway-related work for Townships, municipalities, or other departments within Outagamie County. A current map of County highways is available from the Highway website or available upon request. There may be instances when pick-ups or deliveries originate or conclude at locations outside of the county, but these instances will be infrequent.

4.0 Scope of Service, Specifications, & Qualifications

Reference and complete **Attachment A** to be considered for inclusion on the Department’s pre-qualified list. If the provider states that he/she will meet a requirement and during the course of the term he/she is no longer able to meet that requirement, the provider may be suspended from the Department’s pre-qualified list for the current term and may jeopardize their future ability to be reconsidered for the pre-qualified list.

5.0 Pre-Qualification Term

This pre-qualification term will **take effect July 1, 2024 and will remain in effect until March 31, 2026**. Vendors may be added to the pre-qualified list at periodic intervals throughout this term in order to provide opportunities for new vendors to participate.

6.0 Pre-Qualification Submittal

Each responsive supplier and/or vendor shall complete **Attachment A** and provide the following information in the submittal to be considered. Failure to provide all requested information may result in the disqualification of the proposed vendor.

Include, at a minimum, the following information in the pre-qualification submittal:

- Contact Information – Vendor’s name, address, contact person, telephone and email address for the contact person.
- Completed **Attachment A**: Scope of Services & Vendor Qualifications Agreement
- Completed **Attachment B**: Insurance and Indemnification
- Information about vendor’s ability to service the account. Include at a minimum information such as available number of trucks and employees, standard work hours, etc. Also include any other information the vendor feels is relevant to servicing the account. This section shall be limited to a maximum of five (5) pages.
- References: Provide a minimum of three (3) and maximum of five (5) similar-sized accounts vendor currently services or have serviced within the past three (3) years. Include account name, contact name, phone and email of contact person, and approximate volume of work.

7.0 Clarification and/or Revisions to the Specifications and Requirements

Vendor shall examine the RFP documents carefully and completely before submitting a proposal. Proposer may request from the Department’s contact person(s) additional information or clarification. A Proposer’s failure to request additional information or clarification shall preclude the Proposer from subsequently claiming any ambiguity, inconsistency, or error.

The Department will issue responses to inquiries and/or any other corrections or amendments it deems necessary in written addendum prior to the proposal due date. Proposers should rely only on the representations, statements or explanations that are contained in this RFP and any written addendums to this RFP. Where there appears to be a conflict between the RFP and any addendum issued, the latest addendum shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Department will post any updates online at <https://www.outagamie.org/government/f-through-m/financial-services/rfp-postings>. Upon posting, such addenda shall become part of the RFP and binding on Proposer.

8.0 Reservation

The Department reserves the right to accept or reject, any or all proposals, in whole or in part, as deemed in the best interest of Outagamie County.

- a. This proposal request does not commit the Department to make an award or to pay any costs incurred in the preparation of a proposal in response to this request.
- b. The proposal will become part of the Department’s files without any obligation on the Department’s part.
- c. The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Outagamie County for any purpose.
- d. The supplier and/or vendor shall report to the Department any manufacturer product price reductions, model changes, and/or product substitutions that deviate from the requirements of this request. No substitutions shall be allowed without prior approval from the Department. A substitution request does not imply approval.

- e. The Department has the sole discretion and reserves the right to cancel this request for proposals and to reject any and all proposals received prior to award, to waive any or all informalities and/or irregularities, or to re-advertise with either an identical or revised request.
- f. The Department reserves the right to request clarification(s) for any proposal.
- g. The Department reserves the right to select individual elements or items from different proposals and combine and/or consolidate them in any way deemed to be in the best interest of the Department.

9.0 Closing Date

Pre-Qualification proposals will be received up to 2:00 pm CST, on the second Monday of each month to be eligible for the month following approval. There is no formal end date to this request for pre-qualification, other than what has been specified in Section 5.0.

10.0 Proposal Submittal & Contact Person

Submit all information in electronic format (.pdf preferred) to highwayemail@outagamie.org. Hard copies will also be accepted and should be delivered to the following address between the hours of 7:00 am and 3:00 pm, Monday through Friday:

Outagamie County Highway Department
Attn: Joe Zellmer, P.E.
1313 Holland Road
Appleton, WI 54911
(920) 832-5673

Include all information as requested in Section 6.0. The sealed envelope containing the proposal shall show the name of the Proposer and must be clearly marked **“PRE-QUALIFICATION FOR TRUCKING VENDORS”**.

11.0 Taxes

Outagamie County is exempt from Federal Excise Tax (FIN 39-6005724), Wisconsin Sales Tax (ES 41005), but if there is a tax, such as local or county, it must be shown in the proposal.

12.0 Method of Procurement

The method for this procurement is competitive proposal, pursuant to Chapter 22 of the Outagamie County Code of Ordinances.

13.0 Venue

This agreement will be governed and construed according to the laws of the State of Wisconsin. This agreement is performable in Outagamie County.

14.0 Status of Proposal

Upon selection, proposals will be considered public record and details will be posted online at www.outagamie.org under [RFP Postings - Awarded](#).

**OUTAGAMIE COUNTY PROPOSAL FORM
TRUCKING PRE-QUALIFICATION**

PROPOSAL COVER SHEET & CONTACT INFORMATION

Due By: 2nd Monday of each Month by 2:00 p.m. CST (Reoccurring)

Send/Deliver Proposals To: Electronically (*preferred*)
highwayemail@outagamie.org

(*Or by Hard Copy*)
Outagamie County Highway Department
Attn: Joe Zellmer, P.E.
1313 Holland Rd
Appleton, WI 54911

Firm Name: _____

Authorized Signature: _____

Printed name: _____

Title: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Email Address: _____

**OUTAGAMIE COUNTY PROPOSAL FORM
TRUCKING PRE-QUALIFICATION**

Attachment A – Scope of Services and Vendor Qualifications Agreement

Mandatory Requirements

In order for a vendor to be considered for pre-qualification, he/she must comply or agree to the terms below. Check "Yes" or "No" next to each item.

1. Vendor shall currently be in the business of providing trucking services, or similar services, and have done so for the past three (3) years.

_____ YES _____ NO

2. The services provided shall meet all relevant federal and state DOT requirements specifically but not limited to 49 CFR concerning operation of commercial motor vehicles (CMV). Vehicles shall be reliable and in good working order, keeping down time to a minimum. All inspections shall be up to date and drivers shall be educated in operation of said vehicle in a construction environment.

_____ YES _____ NO

3. Vendor shall comply with indemnification and insurance requirements set forth in **Attachment B**. Complete and return **Attachment B** with your submittal.

_____ YES _____ NO

4. Any spills that occur during the delivery are the responsibility of the vendor.

_____ YES _____ NO

5. Vendor will be held liable for any damages that may occur due to improper operation of commercial vehicle or failure to identify hazards.

_____ YES _____ NO

6. The Department shall request a price per hour. Price per hour is to include equipment and operator. The vendor shall reference a price per hour; the Department will not pay any additional surcharges, fees, etc. on each order above the price per hour specified by the vendor.

_____ YES _____ NO

7. Deliveries shall include all tickets provided by material supplier(s).

_____ YES _____ NO

8. All invoicing shall be separated by location and project(s).
Invoicing shall be orderly and not be combined.

_____ YES _____ NO

**OUTAGAMIE COUNTY PROPOSAL FORM
TRUCKING PRE-QUALIFICATION**

9. Vendors will typically seek and respond to individual trucking needs in the following fashion:
- i. Each project coordinator will email the pre-qualified vendor list as he/she requests service. He/she shall email all vendors on the pre-qualified list by 9:00 am CST a minimum of two (2) days prior to the need for service (*the request may be emailed earlier but the requested service date shall be noted in the request*).
 - ii. Upon receipt, the vendor shall return the Trucking Services Form by email and include the current rate and number of trucks available for the requested period. The completed form shall be returned no later than 2:00 pm CST on the day prior to the day service is requested.
 - iii. The project coordinator will typically review all forms received and respond to the vendor(s) being notified of award by the close of business on that same day.

A Trucking Services template shall typically be used when requesting service but a request may be made more informally via email.

Note: in the event that a qualified vendor is unable to provide service within the requested timeframe(s), he/she is not required to return a completed Trucking Services Form indicating as such in order to remain on the pre-qualified list.

_____YES _____NO

**OUTAGAMIE COUNTY PROPOSAL FORM
TRUCKING PRE-QUALIFICATION**

Trucking Services Template

I [John Smith] am requesting trucking services for project number [583700-035]. The project is located on County Highway [##] in the Town of [Township Name]. I will require [##] trucks on [##/##/2025]. This project will last an estimated [##] days. Please provide price per hour and number of trucks available below.

Trucks Available _____

Price Per Hour _____

Additional Conditions (describe if applicable):

X

Authorized Signature

Printed Name: _____

Highway Department – 2025 Construction Materials & Services
Attachment B – Insurance Requirements for Independent Contractors & Vendors

Section 1 – Indemnification and Hold Harmless Clause

_____ (*Contractor / Vendor Name*) agrees at all times during the term of the agreement to indemnify, hold harmless and defend the County, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers against any and all liabilities, losses, damages, costs or expenses (including, without limitation, actual attorney’s and consultant’s fees) which the County, its Boards, Committees, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by _____ (*Contractor/Vendor Name*), its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts or omissions of the County, its Agencies, Boards, Committees, Officers, Employees, Authorized Representatives or Volunteers. It is agreed that Contractor/Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor’s/Vendor’s indemnity obligations shall not be limited by any worker’s compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Contractor/Vendor.

Section 2 – Compliance with Laws, Regulations, Permits, Etc. Clause

_____ (*Contractor/Vendor Name*) shall comply with all Federal, State and local codes, laws, regulations, standards, and ordinances, including, without limitation, those of the Occupational Safety and Health Administration (OSHA), the Wisconsin Department of Safety and Professional Services and all County rules, ordinances, and orders governing the performance of the work performed by the Contractor/Vendor, its employees, agents and subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. In addition, any material, equipment or supplies provided to the County must comply with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. Effective May 1, 2007 employers performing work on qualified public works construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Wisconsin Statute § 103.503.

Section 3 – Subcontractor Clause

_____ (*Contractor/Vendor Name*) shall require each of their Subcontractor(s) to take out and maintain, during the life of their subcontract, the same insurance coverages as required under section 6, below, including without limitation naming the County, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers as additional insureds with respect to all commercial general liability insurance policies. Each Subcontractor shall furnish to the _____ (*Contractor/Vendor Name*) two (2) copies of all certificates of insurance in a form acceptable to the County. _____ (*Contractor/Vendor Name*) shall furnish one copy of each of the certificates of insurance, and any other evidence of insurance requested by the County, to the County prior to the commencement of any work to be performed by Contractor/Vendor or its Subcontractor(s). The County reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or its Subcontractor(s), if the Subcontractor is not in compliance with these insurance requirements.

Section 4 – Proof of Insurance

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department and having an “AM Best” rating of A- or better. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of the Contractor/Vendor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor/Vendor. Coverage afforded shall apply as primary and non-contributory, with the County, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers named as **additionally insureds (with respects to any and all insurance policies identified in Section 6, as allowed by law).** All liability insurance policies (except professional liability) to be maintained hereunder by Contractor/Vendor shall be occurrence based and not claims made policies. The County shall be given thirty (30) days advance notice of cancellation or nonrenewal of any and all required insurance coverages during the term of this agreement. Prior to the execution of this agreement, _____ (Contractor/Vendor name) shall furnish the County with certificates of insurance (Acord Form 25-S or equivalent) signed by the insurer’s representative and, upon request, certified copies of the required insurance policies and any other insurance related information, evidencing the insurance coverage requirements referenced below. **Certificates of insurance shall be provided with RFP response or sealed bid, or mailed to the following address: Outagamie County Highway Department, Attention: Risk Administrator, 1313 Holland Road, Appleton, WI 54911.** The County reserves the right to immediately terminate the contract with no liability or obligation to Contractor/Vendor or any of its Subcontractor(s), if _____ (Contractor/Vendor Name) is not in compliance with these insurance requirements.

Section 5 – Applicable Law

Any lawsuit(s) related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Outagamie County, Wisconsin and the County and _____ (Contractor/Vendor Name) shall submit exclusively and specifically to the jurisdiction of the Outagamie County Circuit Court for such lawsuits. This agreement will be governed and construed according to the laws of the State of Wisconsin.

Section 6 – Insurance Coverage Requirements

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. **Outagamie County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor/Vendor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.** _____ (Contractor/Vendor Name) agrees that in order to protect itself and the County, its Boards, Committees, Employees, Authorized Representatives and Volunteers under the indemnity provisions of Section 1, it will at all times during the term of the agreement provide and maintain at its own expense, the following minimum limits of insurance covering its operations:

Minimum Insurance Coverages and Limits

1) Worker's Compensation & Employer's Liability

- a) Applicable State – Statutory Limits as Required by the State of Wisconsin
- b) Applicable Federal (e.g. U.S. Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employer's Liability Act) – Statutory Limit
- c) Employer's Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease)

Except as may be otherwise set forth herein, the County shall not be liable to _____ (*Contractor/Vendor Name*), its employees, or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this agreement. _____ (*Contractor/Vendor Name*) agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

2) Automobile Liability – Owned, Non-Owned, Hired

- a) Bodily Injury and Property Damage Combined - \$1,000,000 for bodily injury and property damage per occurrence limit covering all vehicles to be used in connection with the performance of Contractor's/Vendor's obligations under this Agreement.
- b) Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

If Contractor/Vendor/Subcontractor or Contractor's/ Vendor's/Subcontractor's employees use personal vehicles to perform any services or work to be performed by Contractor/Vendor or Subcontractor under this Agreement, the Contractor/Vendor/Subcontractor must provide, to the County, a copy of the Certificate of Insurance (and any other documentation requested by the County) for Personal Automobile Liability coverage for each employee of Contractor/Vendor/Subcontractor who will be using their personal vehicle to perform such services or work as evidence of satisfactory compliance.

3) Comprehensive General Liability (Including Broad Liability Endorsement)

- a) Bodily Injury and Property Damage Combined - \$1,000,000, Each Occurrence
- b) Personal Injury - \$1,000,000
- c) X,C,U – \$1,000,000 / Each Occurrence
- d) Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

4) Umbrella or Excess Liability

- a) \$1,000,000 following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages.

5) Completed Operations / Product Liability

- a) \$1,000,000 / Each Accident

Coverage shall be maintained for a period of two (2) years after the final payment to Contractor/Vendor.

2024 PRE-QUALIFIED TRUCKING VENDORS

FIRM NAME / Address Contact Person	Phone Number	Email Address
<p>BIG LOAD TRUCKING, INC. 618 Mt. Vernon St. Oshkosh, WI 54901 Kip Castellano, Owner/CEO</p>	(920) 344-6639	kipcastellano1996@gmail.com
<p>CSM TRANSPORT, LLC W9374 Blewett Rd. Eldorado, WI 54932 Clint Mertens, Owner</p>	(920) 579-6434	clintm@csmtrans.com
<p>JOHNSON TRUCKING OF NEENAH, INC. 8420 Winncrest Rd. Neenah, WI 54956 Gina Johnson, Office Manager</p>	(920) 727-4886	johnsontru@aol.com
<p>MJT TRUCKING, LLC. E510 Macco Rd. Luxemburg, WI 54217 Mike Tebon, President</p>	(920) 371-0774	mcbb3@centurytel.net
<p>MCC, INC. 2600 N. Roemer Rd., P.O. Box 1137 Appleton, WI 54912-1137 Chris Dillenberg, Transportation Manager</p>	(920) 749-3360	chris.dillenberg@murphyinc.com
<p>PLG TRANSPORT, LLC. 513 Miami Circle Little Chute, WI 54140 James Nennig, Owner</p>	(920) 427-5133	plgtransportllc@gmail.com
<p>ROBERT IMMEL EXCAVATING, INC. P.O. Box 135 Greenville, WI 54942 Todd Immel, President</p>	(920) 757-5906	todd@immelexc.com