



# Bid Waiver Form

Revised 02/2020

<b>Short Description of Goods/Services</b>	RNG Plant HVAC/Refrigeration Services
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<b>Date</b>	7/12/2021
<b>Department</b>	Waste & Renewables
<b>Name</b>	Roxanne Wienkes
<b>Email</b>	<a href="mailto:Wienkes.Roxanne@countyofdane.com">Wienkes.Roxanne@countyofdane.com</a>
<b>Phone</b>	608-509-6681
<b>Purchasing Officer</b>	Pete Patten

<b>Vendor Name</b>	Bassett Mechanical
<b>Vendor MUNIS #</b>	726
<b>Requisition #</b>	PO 20210852
<b>Requisition Year</b>	2021
<b>Total Cost</b>	\$ 42,636.55

**\*A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL\***

<b>Provide a detailed description of the goods/services intended to be purchased:</b>
<p>Bassett Mechanical will provide scheduled preventative maintenance, emergency maintenance, and provide spare parts for the refrigeration units, which are critical to operation at the RNG Plant.</p> <p>The attached quotes outlines work that is planned to occur along with estimated total for parts and labor expected based on the first half of the year. Actual prices and parts may vary depending on need and total cost may exceed the estimated amount.</p>



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Procurement Exception List (place an "X" next to any that apply)	
	<b>Emergency Procurement</b>
	<b>Only one vendor possesses the unique and singularly available ability to meet the Department's requirements</b>
x	<b>Unique and specific technical qualifications are required</b>
	<b>A special adaptation for a special purpose is required</b>
	<b>A unique or opportune buying condition exists</b>

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception chosen:
<p>Vendor has unique knowledge of the equipment onsite, has performed repair maintenance, and has a preventative maintenance schedule for these refrigeration units.</p> <p>The attached quotes outlines work that is planned to occur along with estimated total for parts and labor expected. Actual prices and parts may vary depending on need and total cost may exceed the estimated amount.</p> <p>Bassett has an existing purchase order for a smaller scopes of work which will be modified as need to include this increased scope of services.</p>

## Bid Waiver Approval (Purchasing Use Only)

Under \$37,000 Controller Approval	Date

\$37,000 or over Personnel & Finance Committee Approval	Date



# ***Dane County Waste and Renewables Budget Quote***

PREPARED FOR:

***Dane County Waste and Renewables  
7102 US-12  
Madison, WI***

**KAUKAUNA (HQ)**

1215 Hyland Ave.  
Kaukauna, WI 54130  
920.759.2500  
800.759.2500  
FAX: 920.759.2501

**MADISON**

4017 Owl Creek Dr.  
Madison, WI 53718  
608.838.6362

**MILWAUKEE**

W136 N4829 Campbell Dr.  
Menomonee Falls, WI 53051  
414.536.3500

**WAUSAU**

4403 Stewart Ave., Suite B  
Wausau, WI 54401  
715-298-2921

PREPARED BY:

***Jesse Womack  
HVAC Project Solutions Representative  
Bassett Mechanical  
Phone: 608-416-9445  
jesse.womack@bassettmechanical.com***

[www.bassettmechanical.com](http://www.bassettmechanical.com)

**ISO9001**  
CERTIFIED

Date: **7/12/2021**  
Quote Number: Budgetary quote



# PROJECT / PROPOSAL AGREEMENT

7/12/2021

**Dane County Waste and Renewables  
7102 US-12  
Madison, WI**

RE: **Dane County Waste and Renewables Budget Quote**  
Quote #: Budgetary quote

*This budgetary proposal* is based on a conversation with Marc Kluge and Roxanne Wienkes of Dane County waste and renewables.

<b>Remaining PM Cost for this year (fixed price)</b> .....	<b>\$2,826</b>
<b>Unexpected Service call cost (based on the previous 6 months service)</b> ....	<b>\$2,500</b>
<b>Parts and Materials (1 compressor with required components, 1 pump with required components and material cost from previous 6 months service)</b> ...	<b>\$17,500</b>
<b>Estimated Labor (1 compressor replacement, 1 pump replacement and troubleshooting time)</b> .....	<b>\$7,800</b>
<b>Spare Parts for inventory (per parts quote # 210708-FK-10792)</b> .....	<b>\$12,010.55</b>
<b>Total</b> .....	<b>\$42,636.55</b>

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**\*Note: This quote solely includes the requested repair. It does not include the initial diagnosis labor where applicable.**

**\*Please review all inclusions and exclusions.**



**NOTICE:** Bassett Mechanical reserves the right to seek an excusable extension of time if Bassett Mechanical's work is delayed, disrupted, suspended or otherwise impacted by circumstances outside of Bassett's control including: (i) disruptions to material and/or equipment supply; (ii) illness of Bassett's workforce and/or unavailability of labor; (iii) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions and/or directives; (iv) Owner or Contractor restrictions and/or directives; (v) fulfillment of Bassett's contractual or legal health and safety obligations. Bassett Mechanical will use its best efforts to meet contractual obligations, including scheduled completion or delivery date(s). To the extent that work is suspended or interrupted pursuant to the terms of this proposal or supplier or subcontractor pricing increases, Bassett Mechanical reserves the right to seek additional costs associated with any such event.

Due to the volatility of current market conditions, the price(s) included in this proposal for the material, labor, subcontractor costs, and equipment component(s) identified herein shall remain in effect through and including **15 (fifteen)** days from the date of this proposal. Thereafter, Bassett Mechanical may in good faith adjust such prices to reflect increases in the costs or availabilities of such price components. At the time of shipping, any surcharges from our supplier will be added to the costs of this proposal.

**ACCEPTANCE OF PROPOSAL** — Please sign, date and return one copy as acceptance of this proposal. Return via fax, e-mail or postal delivery.

**Payment Plan - Other.**

**Terms Net 30 Days**

**CONTRACTOR**

**CUSTOMER**

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Signature   
 Name Jesse Womack  
 Title HVAC Project Solutions Representative  
 Date 7/12/2021

Signature/P.O. # \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices and per attached "Terms & Conditions" and "Exclusions" pages. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry life, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. Information presented in this quotation is considered proprietary and the sole property of Bassett Mechanical.

www.bassettmechanical.com





# INCLUSIONS / EXCLUSIONS

Any products or services not specifically mentioned on this proposal shall be the responsibility of others.

## Bassett Mechanical will provide for the complete:

- |   |                                       |                                      |
|---|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Design/Engineering | <input type="checkbox"/> Installation | <input type="checkbox"/> Replacement |
| <input type="checkbox"/> Retrofit / Repair  | <input type="checkbox"/> Modification | <input type="checkbox"/> Fabrication |

## The following checked items will be included in this proposal: (Any items not checked are excluded from this proposal.)

- |  |   |
|--|---|
| <input type="checkbox"/> Thermostat(s)                       | <input type="checkbox"/> Ductwork (per SMACNA Standards)                            |
| <input type="checkbox"/> Control wiring                      | <input type="checkbox"/> Structural steel & structural engineering                  |
| <input type="checkbox"/> Power wiring                        | <input type="checkbox"/> TABB certified air and/or water balancing                  |
| <input type="checkbox"/> Disconnects                         | <input type="checkbox"/> Flues for boilers and unit heaters                         |
| <input type="checkbox"/> Final adjustment and calibrations   | <input type="checkbox"/> Diffusers, grilles and registers                           |
| <input type="checkbox"/> System commissioning                | <input type="checkbox"/> Mechanical equipment screens                               |
| <input type="checkbox"/> Systems training program            | <input type="checkbox"/> Temporary heating / cooling dehumidification               |
| <input type="checkbox"/> Refrigeration specialties           | <input type="checkbox"/> Fire dampers   |
| <input type="checkbox"/> Refrigerant recovery                | <input type="checkbox"/> Outside air intake louvers                                 |
| <input type="checkbox"/> Refrigeration piping                | <input type="checkbox"/> Freight  |
| <input type="checkbox"/> Condensate drain piping             | <input type="checkbox"/> Local fee  |
| <input type="checkbox"/> Gas piping                          | <input type="checkbox"/> State approval and inspections                             |
| <input type="checkbox"/> Piping insulation (per code)        | <input type="checkbox"/> Taxes  |
| <input type="checkbox"/> Rigging                             | <input type="checkbox"/> Process safety management                                  |
| <input type="checkbox"/> Roof curb blocking                  | <input type="checkbox"/> Premium time labor   |
| <input type="checkbox"/> Roof flashings                      | <input type="checkbox"/> Mechanical permits   |
| <input type="checkbox"/> Roof cut and patch                  | <input type="checkbox"/> Clean Up   |
| <input type="checkbox"/> Standard flat roof curbs            | <input type="checkbox"/> Disposal   |
| <input type="checkbox"/> Exterior caulking                   | <input type="checkbox"/> Operational checkout and start-up                          |
| <input type="checkbox"/> Equipment bases                     | <input type="checkbox"/> Operation and maintenance manual(s):                       |
| <input type="checkbox"/> Equipment leasing option            | <input type="checkbox"/> Heat exchanger warranty:                                   |
| <input type="checkbox"/> High lift rental                    | <input type="checkbox"/> Compressor warranty:                                       |
| <input type="checkbox"/> Crane rental                        | <input type="checkbox"/> Equipment warranty per manufacturer:                       |
| <input type="checkbox"/> Internal duct insulation (per code) | <input type="checkbox"/> Parts warranty per manufacturer:                           |
| <input type="checkbox"/> External duct insulation (per code) | <input type="checkbox"/> Parts, labor and workmanship warranty: <b>One (1) Year</b> |
| <input type="checkbox"/> Duct cleaning                       | <input type="checkbox"/> Freight company – fuel surcharge                           |
| <input type="checkbox"/> Ducted return air                   | <input type="checkbox"/> Asbestos removal   |
| <input type="checkbox"/> Duct smoke detectors                | <input type="checkbox"/> Other:   |

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Creating Customers for Life™

# TERMS & CONDITIONS

1. Customer shall permit Bassett Mechanical Contractors & Engineers free and timely access to areas and equipment, and allow Bassett Mechanical Contractors & Engineers to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Bassett Mechanical Contractors & Engineers's normal working hours.
2. Bassett Mechanical Contractors & Engineers warrants that the workmanship hereunder shall be free from defects for one (1) year from date of start - up. If any replacement part or item of equipment proves defective, Bassett Mechanical Contractors & Engineers will extend to Customer the benefits of any warranty Bassett Mechanical Contractors & Engineers has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Bassett Mechanical Contractors & Engineers's expense during the one (1) year warranty.  
\*\*The above noted warranty excludes any/all shaft seal repair or replacements as shaft seals will receive manufacturer's warranty only.\*\*
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Bassett Mechanical Contractors & Engineers may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Bassett Mechanical Contractors & Engineers's rates then in effect) over the sum stated in this Agreement.
5. In the event Bassett Mechanical Contractors & Engineers must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Bassett Mechanical Contractors & Engineers all court costs and attorneys' fees incurred by Bassett Mechanical Contractors & Engineers.
6. Any legal action against Bassett Mechanical Contractors & Engineers relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
7. Bassett Mechanical Contractors & Engineers shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Bassett Mechanical Contractors & Engineers's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
8. To the fullest extent permitted by law both customer and the contractor shall hold harmless the other party, its agent and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees) to the extent that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the other party anyone directly or indirectly employed by that party, or anyone for whose acts that may be liable.
9. Customer shall make available to Bassett Mechanical Contractors & Engineers's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. Bassett Mechanical Contractors & Engineers's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Bassett Mechanical Contractors & Engineers's sole obligation will be to notify the Owner of their findings. Bassett Mechanical Contractors & Engineers shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
11. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL BASSETT MECHANICAL CONTRACTORS & ENGINEERS BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
12. Customer shall provide and have in force during all phases of the work, a Builders Risk Insurance policy.
13. Bassett Mechanical Contractors & Engineers shall not be liable for any liquidated damages except those caused by Bassett Mechanical Contractors & Engineers.
14. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

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