



REQUEST FOR BID

Department of Administration
Purchasing Division

COUNTY DEPT	Dane County Public Works, Highway & Transportation	
BID NUMBER	117027	
RFB TITLE	Rider Sweeper	
PURPOSE	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide one Rider Sweeper in accordance with the specifications.	
DEADLINE FOR BID SUBMISSIONS	<p>2:00 P.M. Central Time March 8, 2017</p> <p>Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.</p>	
SUBMIT BID TO THIS ADDRESS	<p>DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345</p>	
REQUIRED BID COPIES	Bidders must submit (1) original and (1) copy	
PLEASE DIRECT ALL INQUIRES TO	NAME	Pete Patten
	TITLE	Purchasing Agent
	PHONE #	608-267-3523
	FAX #	608-266-4425
	EMAIL	patten.peter@countyofdane.com
	WEB SITE	www.danepurchasing.com
THIS RFB IS COMPRISED OF: Part 1 – General Guidelines & Information Part 2 – Bid Forms Part 3 – Detailed Specifications Part 4 – Price Proposal		RESPONSE CHECKLIST: <input type="checkbox"/> Signed Affidavit – Completed Bid Forms <input type="checkbox"/> Submit (1) original and one (1) copy <input type="checkbox"/> Label the lower corner of the outermost envelope of your bid with the bid number.
DATE BID ISSUED: February 10, 2017		

Part 1 – General Guidelines & Information

1. Introduction:

Dane County invites and will accept bids for item(s) outlined within this bid. The County as represented by Purchasing Division, intends to use the results of this process to purchase item(s).

2. Clarification/Questions:

Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to the bid deadline. Requests submitted after that time **WILL NOT** be considered. All inquiries must be directed to the person indicated on the cover page.

3. Addendums:

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com. Bidders are reminded to regularly monitor the web site for any such postings. Bidders must acknowledge the receipt/review of any addendum(s) on the bottom of the Signature Affidavit.

The Purchasing Division has the sole authority for modifications of this specifications and or bid.

4. Vendor Registration Program:

All bidders wishing to submit a bid/proposal must be a paid registered vendor with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com or you can obtain a Vendor Registration Form by calling 608-266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

5. Acceptance:

Bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

6. Pricing:

- The price quoted shall include all labor, materials, equipment, shipping, and other costs. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense.
- All prices, costs, and conditions outlined in the bid shall remain fixed.

State Sale Tax/Federal Excise Tax: Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

7. Payment Terms And Invoicing:

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NON-ALLOWED CHARGES. other incidental or standard industry charges not identified herein, are not allowed under this contract. Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

8. Award:

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid.

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract

9. Permits & Licenses:

The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.

Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

10. Satisfactory Work:

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

11. Government Standards:

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

12. Warranty:

The length, time, and conditions of warranty must be attached to or stated in the bid document. The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency.

Bidder shall indicate the name and the geographical location of the nearest authorized dealer to perform subsequent warranty service. This information shall be stated in the pricing section of bid or otherwise specified.

13. Dane County Sustainability Principles:

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the

proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 **TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local

taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INDEMNIFICATION & INSURANCE.

20.1. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions

of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of

this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

20.4. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret

designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

27.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**BIDDER COVER PAGE
SIGNATURE AFFIDAVIT**

COMPANY NAME:

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

Signature

Title

Name (type or print)

Date

ADDRESS:

CITY:

COUNTY:

STATE:

ZIP+4:

TEL:

TOLL FREE TEL:

FAX:

2. Contact person in the event there are questions about your bid/proposal:

NAME

TITLE:

TEL

TOLL FREE TEL

FAX

E-MAIL

☐ **Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #_____ Addendum #_____ Addendum #_____ Addendum #_____

VENDOR REGISTRATION CERTIFICATION

Per Dane County Ordinance, Section 62.15, “Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20.”

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

For Non-Registered Vendors:

Complete a registration form online by visiting our web site at www.danepurchasing.com. You will be prompted to create an account and complete the registration which includes paying the annual registration fee of \$20. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

If you are submitting a bid or proposal, check to make sure your vendor information and annual registration fee is up-to-date.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line. Once paid, the annual registration fee is valid for one year.

CERTIFICATION

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- ☐ This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # _____

Date Last Paid: _____

Date Signed: _____

Officer or Authorized Agent

Business Name

LOCAL CONTENT VENDOR AFFIDAVIT

Under Dane County's purchasing ordinance, bidders offering goods made in Dane County, its surrounding counties, or the State of Wisconsin receive a price preference on sealed bid solicitations. Bids are first evaluated to determine if any bidders are offering products that qualify as Dane County-Made Goods, Regionally-Made Goods, or Wisconsin-Made Goods.

A bidder offering Dane County-Made Goods will be considered the successful bidder if their price is up to 15% higher than the low bid for goods that are not Dane County-Made Goods. If no vendors meet this criteria, then the county will determine if any bidder is offering Regionally-Made Goods. If so, then such a bidder will be considered successful if their price is up to 12.5% higher than the low bid for goods that are not Regionally-Made Goods. If no vendors meet this criteria, then the county will determine if any bidder is offering Wisconsin-Made Goods. If so, the such bidder will be considered successful if their price is up to 10% higher than the low bid for goods that are not Wisconsin-Made Goods. If no vendors are offering Dane County-Made, Regionally-Made, or Wisconsin-Made Goods, then the county will evaluate the low bid without regard to the content of the goods.

I swear that the following is true and correct:

Based on the definition included with each category below, indicate if the goods you offer in your bid meet any of the three categories under the County's ordinance.

_____ The goods offered under this bid are Dane County-Made.

- An article that is manufactured, mined, produced or grown in Dane County and;
- Over 50% of the total cost of its components are made in Dane County.
 - "Component", as referenced above, means and article, material, or supply incorporated directly into a finished product.

_____ The goods offered under this bid are Regionally-Made.

- An article that is manufactured, mined, produced or grown in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk and;
- Over 50% of the total cost of its components are made in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
 - "Component", as referenced above, means and article, material, or supply incorporated directly into a finished product.

_____ The goods offered under this bid are Wisconsin-Made.

- An article that is manufactured, mined, produced or grown in the State of Wisconsin and;
- Over 50% of the total cost of its components are made in the State of Wisconsin.
 - "Component", as referenced above, means and article, material, or supply incorporated directly into a finished product.

_____ The goods offered under this bid do not qualify as Dane County-Made, Regionally-Made or Wisconsin-Made goods.

Signature

Date

Name (type or print)

Company Name

LOCAL VENDOR AFFIDAVIT

Under Dane County Ordinance, a Regionally-Based Vendor, Local Vendor, or Non-Local Vendor may be invited to match the low bid if the low bid is offered by a vendor that is not identified as a Regionally-Based Vendor, Local Vendor, or Non-Local Vendor according to Dane County Ordinance requirements.

Locally Based and Owned Vendor requirements:

- Your business or corporate headquarters is physically located in Dane County and;
- Your business owners or shareholders totaling more than 50% of ownership live in Dane County and;
- Your business is registered and authorized to do business in the State of Wisconsin.

Does your business meet all 3 Locally Based and Owned Vendor requirements?

YES_____ NO_____

If YES, your business is considered a Locally Based and Owned Vendor. Continue to the next page and checkmark Locally Based and Owned Vendor.

If NO, proceed to the Locally Operated Vendor section below.

Locally Operated Vendor requirements:

- Your business is registered and authorized to do business in the State of Wisconsin and;
- Your business has an established place of business within Dane County.
 - An established place of business means a physical office, plant or other facility.
 - A post office box address does not qualify a vendor as a Locally Operated Vendor.

Does your business meet both Locally Operated Vendor requirements?

YES_____ NO_____

If YES, your business is considered a Locally Operated Vendor. Continue to the next page and checkmark Locally Operated Vendor.

If NO, proceed to the Non-Locally Operated Vendor section below.

Non-Locally Operated Vendor requirements:

- Our business has an established place of business in one of the following Wisconsin Counties: Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
 - An established place of business means a physical office, plant or other facility.
 - A post office box address does not qualify a vendor as a Non-Locally Operated Vendor.

Does your business meet the Non-Locally Operated Vendor requirement?

YES_____ NO_____

If YES, your business is considered a Non-Locally Operated Vendor. Continue to the next page and checkmark Non-Locally Operated Vendor.

If NO, your business does not meet any of the Local Vendor criteria under this Dane County Ordinance. Continue to the next page.

I swear that the following is true and correct:

_____ This bid is submitted from a Locally Based and Owned Vendor.

_____ This bid is submitted from a Locally Operated Vendor.

_____ This bid is submitted from a Non-Locally Operated Vendor.

_____ This bid is submitted from a vendor that does not meet any of the criteria above.

_____ Signature	_____ Date
_____ Name (type or print)	_____ Company Name

This address will be used to verify the local purchasing preference indicated above.	
ADDRESS:	
CITY:	COUNTY:
STATE:	ZIP+4:

Order of Events:

1. Locally Based and Owned Vendors:

1. When bids are reviewed, the County will determine if a Locally Based and Owned Vendor responding to the bid is the low bidder. If a Locally Based and Owned Vendor is the low bidder, they will be awarded the bid.
2. If a Locally Based and Owned Vendor is not the low bidder but is within 15% of the low bid, the County will contact the Locally Based and Owned Vendor and provide that vendor the option of matching the low bid price.
3. If no Locally Based and Owned Vendors are among the responding bidders, or the Locally Based and Owned Vendor declines to match the low bid, then the County will determine if a Locally Operated Vendor has responded to the bid.

2. Locally Operated Vendors:

4. If a Locally Operated Vendor is within 10% of the low bid, the County will contact the Locally Operated Vendor and provide that vendor the option of matching the low bid price.
5. If no Locally Operated Vendors are among the responding bidders, or the Locally Operated Vendor declines to match the low bid, then the County will determine if a Non-Locally Operated Vendor has responded to the bid.

3. Non-Locally Operated Vendors:

6. If a Non-Locally Operated Vendor is within 5% of the low bid, the County will contact the Non-Locally Operated Vendor and provide that vendor the option of matching the low bid price.
7. If no Non-Locally Operated Vendors are among the responding bidders, or the Non-Locally Operated Vendor declines to match the low bid, then the County will award the bid to the low bidder without regard to the location of the vendor.

FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

2. That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

_____ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:
www.nlr.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 28.11 (28) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

SPECIFICATIONS OVERVIEW

Dane County as represented by the Purchasing Division will accept bids for the purchase of specified item(s) as described further in this document.

The intended user agency is: Dane County Public Works, Highway and Transportation

Bidder shall complete every space in the area provided with either a check mark to indicate the item being bid is exactly as specified **(Yes)**, or deviates from bid specification **(No)**. Any deviation from the minimum specifications stated herein must be identified in detail on the form provided and must include a description of how the proposed item/s differ from the bid requirements, along with detailed justification for such deviation. Bidder shall include photos and schematics as necessary, for complete clarification. Any items appearing in the manufacturer's most current published specifications (a copy of which must be included with the bid) are assumed to be included in the Bidder's Proposal. The equipment must meet or exceed all applicable federal, state, and local standards at the time of delivery.

The specifications below describe an acceptable unit(s) /item(s). Minor variations in specification may be accepted if, in the opinion of County staff, they do not adversely affect the quality, maintenance or performance of the item(s). Dane County reserves the right to accept or reject any and all bids, to waive informalities and to choose the bid that best meets the specifications and needs of the County.

RIDER SWEEPER SPECIFICATIONS

#	Description	Spec Compliance	
		Yes	No
	Sweeping System		
1	The sweep path shall be at least 60 inches.		
2	The main broom shall be a one-piece, nylon bristle, plastic core, brush of not less than 45 inches in length.		
3	The side broom shall be 26" in dia. And changeable without the use of tools. The side broom shall be fully retractable and permit at least 5 inches of reach beyond the bumpers and frame.		
4	The main and side brooms shall be adjustable without the operator leaving the driver's seat.		
5	It shall have a variable speed sweeping system with variable speeds for sweeping a variety of debris and controls dust. Broom to stop when foot pedal is moved to neutral position.		
6	Side broom to automatically retract upon impact during operation for protection of broom and drive motor.		
7	It shall have a full 5-1/2 inches of ground clearance for climbing bumps and curbs.		
8	The rear corners of the machine shall have 10 inches of clearance over obstacles.		
	Debris Hopper	Yes	No
9	The hopper across door shall be at least as wide as the broom.	.	
10	The hopper shall be constructed of non-corrosive polyethylene and have a capacity of up to 1000 lbs. and be a minimum of 14 cubic feet.		
11	It shall be capable of depositing debris up to 60 inches in height.		
12	The hopper shall have the ability to rotate trash in order to relocate it for maximum loading capacity.		
13	Heavy gauge galvanized steel skid plate on bottom of hopper is required		
14	Floating wear flaps are to be mounted around the main broom chamber to allow vertical movement to allow for passing over objects up to 3.5" above floor level.		
15	Hopper must be equipped with a dump door to prevent loss of swept material during transport and to allow debris to be raised to dump height without spilling.		
16	Hopper door must automatically close when broom is raised to prevent accidental dumping of hopper.		
17	Transport speed limited with the hopper raised to increase stability and safety.		

Part 3 – Detailed Specifications
Submit with Bid

#	Description	Spec Compliance	
		Yes	No
	Dust Control		
18	There shall be a multistage dust control system that includes dust control at the side brooms.		
19	A panel filter which offers a minimum total filtering area of 80 square feet and controls dust particles down to less than one micron in size is required.		
20	A high volume, hydraulically driven 9 inch vacuum fan required, exhaust air to be channeled to exit the rear of the machine.		
21	The vacuum fan must automatically turn off when the shaker motor is activated to prevent dust particles from being imbedded more deeply in the filter.		
22	No dust separation system that required the use of tools for disassembly for cleaning and maintenance is not allowed.		
23	Dust must be locked in the hopper area by a filter panel located in the hopper. It is not acceptable to route dust laden, unfiltered air out of the hopper area.		
24	It shall be equipped with a light indicating the filter is clogged.		
25	It shall be equipped with a timed filter shaker.		
26	It shall have the ability to shut off the vacuum fan to allow sweeping in wet conditions.		
27	There shall be a permanent baffle type pre-filter to prevent heavy-duty debris and water from reaching the filter.		
	Engine/Electrical	Yes	No
28	It shall have 260-degree accessibility, manually swings engine outside frame for inspection.		
29	It shall have a minimum 55 HP, liquid-cooled industrial LP gas engine.		
30	Engine must be: EPA Non-road LSI Tier 2 Certified and, CARB Off-road LSI Tier 3 Certified.		
31	Engine must be equipped with a heavy duty two stage air filtration system with a visual indicator for filter clogging.		
32	It shall be a distributor-less ignition system-type engine to lower maintenance costs.		
33	The radiator shall be of at least three core design.		
34	The hydraulic radiator and engine cooling radiator shall be of a tip out design to allow for easy cleaning.		
35	Engine and hydraulic system cooling air is to be pulled from the side of the engine compartment; pulling cooling air from below the engine compartment is not acceptable.		

Part 3 – Detailed Specifications
Submit with Bid

#	Description	Spec Compliance	
	Engine/Electrical (continued)	Yes	No
36	The engine shall provide sufficient power to quickly climb the steep hill in our facility at a travel speed of no less than 10 MPH.		
37	The engine shall be shock-mounted and the radiator shall be shock-mounted independent of the engine vibrations.		
38	There shall be gauges for indication oil pressure, water temperature, fuel level, hours and voltage.		
39	There shall be high temperature engine shutdown and low oil pressure engine shutdown.		
40	The engine shall be equipped with a neutral start interlock.		
41	LP gas tank placement to be as to allow for ease of replacement, shut-off valve accessible from the outside of the machine.		
42	A full 33 pound LP tank to allow for four hours of continuous run time.		
	Hydraulics	Yes	No
43	The main drive, brush drives, hopper dumping system and vacuum fan shall be hydraulically driven.		
44	All hydraulic components shall be of premium quality design and have torque controlled hydraulic fittings.		
45	There shall be a fin-type premium cooler.		
46	The engine to furnish power thru a coupling to a variable displacement piston-type hydraulic pump.		
47	100% of the fluid to be filtered in the hydraulic system.		
48	Operating functions controlled by sealed electronic solenoid cartridges, combined into a single manifold block.		
49	A case drain must be provided on the dust control vacuum motor and main broom motor to prevent motor damage.		
50	Pump must provide infinitely variable propelling speeds within the governed range to a heavy duty rear wheel drive motor. Maximum speed to be at least 9MPH.		
	Safety	Yes	No
51	The Underwriters Laboratory shall approve the unit.		
52	There shall be an automatic means to prevent the hopper from being raised when the main brush is operating.		
53	It shall be equipped with a light indicating hopper fires.		
54	It shall be equipped with hydraulic brakes.		
55	It shall be equipped with a parking brake capable of holding the unit on an incline.		
56	Impact absorbing bumper system is required to protect the machine, operator and facility.		

Part 3 – Detailed Specifications
Submit with Bid

#	Description	Spec Compliance	
		Yes	No
	Construction/Tires		
57	The machine shall have unitized construction featuring 3/16 steel plate / reinforced at stress points.		
58	The front tires shall be at least 21 inches in diameter. The rear tire shall be 18-inch diameter for softer ride. The tires shall be pneumatic.		
	Miscellaneous		
59	The machine shall come equipped with headlights, taillights, brake lights and instrument lights.		
60	It shall have power steering with a tilt steering wheel.		
61	It shall have a premium, fully adjustable, soft-ride seat. Grammer seat or equal Must be able to comfortably accommodate a 6 foot 6 inch person		
62	Amber flashing light		
63	All electronics to be circuit breaker protected.		
64	Automotive style sealed connectors to be utilized throughout the wiring harness for increased reliability.		
65	Complete parts and service manuals with quick troubleshooting guide required. On-line access available.		
66	Tactile and LED feedback touchpad controls with buttons large enough to be operated with gloves on are utilized with functions symbolically ordered in logical color coded groups.		
67	Activating sweep system with the sweep system lever must do all of the following: lower main broom, lower side broom, open hopper door, activate dust control system.		
68	All sweep and dust control system must start and stop with machine motion for safety and to reduce broom wear.		
69	Operator area must include: key switch, oil psi and water temp. lights, Dust control switch, Main broom and side broom controls, Hopper raise/lower controls, Hour meter, Electronic timed filter shaker switch, Horn, Headlights.		
	Steering System		
70	Full power steering is required with single rear wheel steering.		
71	15" steering wheel is required.		
72	The machine rear tire must be able to turn 90 deg. To minimize the space required for a U-turn.		

Part 3 – Detailed Specifications
Submit with Bid

#	Description	Spec Compliance	
	Service	Yes	No
73	Tip out and lift covers for easy access are required.		
74	With covers open, the engine must be fully accessible.		
75	Machine must be power washer safe for easy cleaning.		
76	Electronic diagnostics with fault code history is required.		
	Warranty	Yes	No
77	Minimum of 6 months labor, 6 months travel, 4 years/2,800hr parts.		
	Labor, Parts, Service	Yes	No
78	Local parts and factory trained technicians must be available.		
	Overall Dimensions	Yes	No
79	Machine overall width not to exceed 64 inches. Maximum length 94 inches.		

***See Deviations section beginning on the next page.**

Specification Deviations

Check One:

- ☐ Deviations – No deviations from specs
- ☐ Deviations – See list below

[illegible]

PRICE PROPOSAL	
NAME OF COMPANY:	

For the price(s) listed below, our company hereby offers to provide the following item(s) in accordance with the specifications of this bid. Pricing must include delivery.

Year / Make / Model: _____

Deviations: Yes or No

Furnish and Deliver 1 Rider Sweeper: \$ _____

Additional Items/Options: If you would like to have any additional items or options considered in connection with this bid, please indicate the item with description and pricing.

Item	(\$) Price
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PRICE PROPOSAL – EQUIPMENT INFO	
NAME OF COMPANY:	

For the price(s) listed below, our company hereby offers to provide the following item(s) in accordance with the specifications of this bid. Pricing must include delivery.

Year / Make / Model: _____

Warranty: _____

Company Responsible for Warranty Work:

Name: _____

Address: _____

Phone #: _____

Nearest Service/Parts Vendor:

Name: _____

Address: _____

Phone #: _____

Deliver Time: _____

To be delivered to: Dane County Highway
2302 Fish Hatchery Road
Madison, WI 53713

Manufacturer Specifications:

A manufacturer specifications sheet must be submitted with the bid.