

REQUEST FOR BID

Department of Administration Purchasing Division

William State						
COUNTY DEPT	Dane County Highway					
BID NUMBER	117035					
RFB TITLE		Road Killed Deer Pickup				
PURPOSE	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide road killed deer pickup services in accordance with the specifications.					
DEADLINE FOR BID SUBMISSIONS	2:00 P.M. Central Time March 27, 2017 Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.					
SUBMIT BID TO THIS ADDRESS	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345					
REQUIRED BID COPIES	Bidders must submit (1) original and (1) copy					
PLEASE DIRECT	NAME Pete Patten					
ALL INQUIRES TO	TITLE Purchasing Agent					
	PHONE # 608-267-3523					
	FAX #	608-266-4425				
	EMAIL	patten.pete@countyofdane.com				
	WEB SITE www.danepurchasing.com					
THIS RFB IS COMPRISED OF:		RESPONSE CHECKLIST:				
Part 1 – General Guidelines & Information		□ Signed Affidavit – Completed Bid Forms				
Part 2 – Bid Forms		□ Submit (1) original and one (1) copy				
Part 3 – Detailed Specifications Part 4 – Price Proposal		 Label the lower corner of the outermost envelope of your bid with the bid number. 				
DATE BID ISSUED: Marc	h 6, 2017					

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. Term

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for one year from the date with options by mutual agreement of the County and Contractor, to renew for four (4) additional one year periods.

These are not automatic extensions. Vendor performance may be taken into consideration in the decision by the contracting agencies and the Purchasing Division to either continue this contract into each of the four (4) optional renewal years or to terminate and re-bid this contract

Anticipated start date: April 1, 2017

8. 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 <u>not</u> 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.

9. 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

10. 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.

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. Additions to Contract:

The County reserves the right to add new items and locations or at a price conforming to other like items on the contract. The procedure for such additions shall be as follows:

The County Purchasing Office will send the vendor a letter requesting pricing for the item(s) to be added. The vendor, within three working days, should respond in writing and include the bid number, contract period and the price for each item or service to be provided. Upon receipt, the County shall issue a Change Order adding the service or product(s) to the Contract or Purchase Order. The County reserves the right to accept or reject prices and obtain bids on the open market for these add-ons.

When applicable, Contractor may be required to sign a County of Dane Service Agreement.

13. Contracting Assignment:

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.

14. Termination of Contract:

If for any reason the successful contractor fails to fulfill the requirements of the contract for providing the specified services, the County shall have the right to cancel the contract at any time and negotiate for the services with another contractor.

15. 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.

16. Insurance:

The successful vendor is required to submit to Dane County a Certificate of Insurance prior to performing any work under this contract. Certificate is required prior to issuance of purchase order. See Section 20.0 Insurance Responsibility in the Standard Terms & Conditions.

Contact your insurance representative to issue an Additional Insured Endorsement naming County of Dane, to your General Liability coverage as shown below. **Address certificate holder as shown below**. Indicate mailing address for County of Dane as shown below.

The contract requires a current certificate of insurance on file (listing all polices) with the County Risk Management Department listing the **certificate holder** as:

- COUNTY OF DANE its boards, commissions, agents, officers, employees and representatives Risk Management City County Bldg Rm 425
 - 210 Martin Luther King Jr Blvd. Madison WI 53703
- 2. COUNTY OF DANE, a municipal corporation, its boards, commissions, agencies, officers, employees and representatives listed as an **ADDITIONAL INSURED** on the General Liability policy. A notation of this endorsement on the certificate is acceptable. Bodily Injury and Property Damage Liability minimum limit \$1,000,000.
- 3. **30 Days written notice** to us as certificate holder from your insurer in the event of cancellation for any reason before the expiration date of your polic(ies).

Mail the certificate of insurance to:

Risk Management 210 Martin Luther King Jr Blvd, Room 425, Madison, WI 53703.

Call 266-4965 with any questions.

17. 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.
- 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.
- PATENT, COPYRIGHT 17.0 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.

- 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."

DIDDED OOVED DAGE						
BIDDER COVER PAGE SIGNATURE AFFIDAVIT						
COMPANY NAME:						
In signing this bid, we a agreement or participal competition; that no att to submit a bid; that this bidder, competitor or put the opening of bids to a under penalty of perjure. The undersigned, submape specifications required and pricing are in conference.	ted in an tempt had is bid had botential cany othery. mitting the by the C	by collusion or some been made to been independent to be competitor; the rotation bidder or continuous bid, hereby county in this F	otherwise taker to induce any o ndently arrived at this bid has n npetitor; that th agrees with all	n any action in re ther person or fi at without collus ot been knowing e above statement the terms, condi	estraint of free rm to submit or not sion with any other gly disclosed prior to ent is accurate itions, and	
Signature			_	Title		
Name (type or print)		_	Date			
ADDRESS:						
CITY:			COUNTY:			
STATE:			ZIP+4:			
TEL: TOLL FREE 1			TEL: FAX:			
2. Contact persor	n in the	event there	are questions	s about your k	oid/proposal:	
NAME	NAME		TITLE:			
TEL	TEI		TOLL FREE TEL			

□ Addendums -This firm herby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #____Addendum #____Addendum #____

E-MAIL

FAX

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 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 submitted 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:

and conditions.	
Vendor Number #	Date Last Paid:
Date Signed:	Officer or Authorized Agent
	Business Name

This firm is a paid, registered vendor with Dane County in accordance with the bid terms

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 <u>and</u>;
- 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.

<u>Locally Operated Vendor requirements:</u>

- 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.
 - o 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 b	ooth Locally Operated Vendor requirements?
	nsidered a Locally Operated Vendor. Continue to the next page and ed Vendor.
If NO, proceed to the Non-I	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.
 - o 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 parand checkmark Non-Locally Operated Vendor.	age
If NO, your business does not meet any of the Local Vendor criteria under this Dane County Ordinance. Continue to the next page.	

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-Locall	y Operated Vendor.						
This bid is submitted from a vendor tha	t 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 APPLLICANT, which has a submitted a proposal, bid or application for a contract with the county of Dane.

2. Mai PROPOSER, BIDDER O	R APPLLICANT has. (Check One)
Employment Relations Commission	ational Labor Relations Board ("NLRB") or the Wisconsin ("WERC") to have violated any statute or regulation regarding even years prior to the date this Certification is signed.
Relations Commission ("WERC") to	nal Labor Relations Board ("NLRB") or the Wisconsin Employment o have violated any statute or regulation regarding labor standards 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.nlrb.gov and http://werc.wi.gov.

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

That DDODOCED DIDDED OD ADDI LICANT has: (Charle One)

(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.

TECHNICAL SPECIFICATIONS

Bids must be submitted on the attached RFB forms. Dane County reserves the right to accept or reject any and all bids submitted; and to accept such bids deemed to be in the best interest of the County. The bids will be reviewed initially to determine if technical requirements are met. If technical requirements are not met, Dane County has the right to reject a bid.

Proven Experience/Qualifications:

Bidders / provider shall provide information with their bid/proposal that will certify that they are experienced with or meets the requirement of this specification to be eligible for a contract award. **Complete Statement of Qualifications.**

Technical Competence

Bidders/provider shall have access to all necessary equipment and the organizational capacity and technical competence necessary to complete all specifications listed in the scope of services.

References:

Bidder/provider shall complete the Reference Data Sheet.

A minimum of three selected organizations may be contacted and/or visited to determine the quality of work performed and personnel assigned to the contract.

STATEMENT OF QUALIFICATIONS

Furnish the following information about your firm's qualifications & experience. Provide detailed description information that will be used in the evaluation of this bid. Use the space provided to answer all questions.

Attach additional sheets as necessary.

СО	MPANY NAME:
1.	Number of years the firm has been in business under the present name:
2.	Number of years of experience of the firm: in providing similar services as specified in this solicitation.
3.	Describe the general background and services provided by the firm:
4.	Qualifications: Furnish any other relevant written information which would indicate firm's capability to perform the services contained in this solicitation:
5.	Experience: Describe the previous experience of the firm with similar accounts services as specified in this solicitation. State all locations, and dates of operation:
6.	Describe the type of equipment that you currently have which will be used on this project (vehicle-make/model/year/miles, trailer, winch, etc.):
7.	Describe procedures to problem solve customer issues:

REFERENCE DATA SHEET

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for Three (3) or more installations with requirements similar to those included in this solicitation document. References may be checked at the County's discretion for bid evolution purposes.

Company Name	
Address (include ZIP)	
Contact Person	Phone No.
Product(s) and/or Service(s) Used	
Company Name	
Address (include ZIP)	
Contact Person	Phone No.
Product(s) and/or Service(s) Used	
Company Name	
Address (include ZIP)	
Contact Person	Phone No.
Product(s) and/or Service(s) Used	

SPECIFICATIONS OVERVIEW

BACKGROUND:

In the past the DNR was responsible for disposal of deer carcasses on all state, county and local roads. This changed in 2016 so that the DNR is only responsible for disposing of deer carcasses on state trunk highways (Interstate Highways, US highways and State Highways). Responsibility for county highways falls to the county highway departments and local roads are the responsibility of the local municipality where the roads reside. Dane County is letting this bid for the purpose of hiring a contractor for pick up and dispose of deer killed by cars where the carcass lies within the highway right-of-way.

<u>Deer hit by a car, killed and abandoned or found dead:</u> When a deer is hit and killed by an automobile and it falls within the highway right of way, citizens who have a safety concern about the carcass generally contact the county law enforcement nonemergency number to report the carcass location. Once known, the county provides the carcass location to a contractor for pickup and disposal. Dane County is in the CDW zone and requires that all carcasses be removed and transported to an approved landfill. **Carcasses may be not be pulled off of the roadway surface and left to decompose.**

SCOPE OF PROJECT:

The scope of this project covers the pickup and disposal of dead deer carcasses in the road right of way. See "Special Conditions of Bid" section of this document.

Car Killed Deer Estimated Pickup Numbers for Dane County

About a year ago Dane County assumed responsibility for car killed deer carcass removal on Dane County Highways. The table below lists the monthly pickup numbers since the County assumed responsibility for pick up on the County Highway system. This is no guarantee of the number of deer carcasses which will need to be picked up during subsequent years.

Year	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
2016	N/A	16	25	17	13	9	9	5	20	28	16	16
2017	12											

PICKUP SPECIFICATIONS:

Disposal of deer carcasses shall be completed no later than two business days after receiving a report from the Dane County Highway Department not counting the day of the report. For example, if a carcass is reported to the contractor on Monday the contractor has all day Tuesday and Wednesday to dispose of the carcass. See Chart below. Contractors are not required to dispose of deer carcasses on the weekend or on Holidays, but they may do so if they so choose. Holidays are defined as the following: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. The exception to the two-business day rule is July 4th. The contractor is not required to pick up a deer carcass on July 4th, but if the two business day period were to fall on July 4th then the contractor only has one business day to dispose of the carcass. This is due to the fact that July 4th is in the middle of summer.

Day Carcass Reported to Contractor	Day Carcass Shall Be Picked Up (by end of day)					
Monday	Wednesday					
Tuesday	Thursday					
Wednesday	Friday					
Thursday	Monday					
Friday	Tuesday					
Saturday	Tuesday					
Sunday	Tuesday					

Examples of Holiday exceptions:

- Report Tuesday before Thanksgiving Weekend Pickup by the end of Monday the following week.
- Report Friday before Memorial Day (Monday) Pickup by the end of Wednesday.
- Report Monday before New Year Holidays on Wednesday and Thursday Pickup by the end of Friday.
- Report Monday before Wednesday July 4th Holiday Pickup by the end of Tuesday.
 (You could also choose to pick the carcass up on July 4th if you so choose.)

PICKUP SAFETY:

The successful contractor shall equip all vehicles used with lights or lamps required by Section 347.26, Stats, and shall operate such lights or lamps when stopping adjacent to a public highway. See below for text of minimum requirements. Contractors found not to be in compliance with this provision may be subject to immediate termination of their contract. Additional requirements may be found at: https://docs.legis.wisconsin.gov/statutes/statutes/347/II/26

347.26(6)(a) Any vehicle which by reason of its use upon a highway creates a vehicular traffic hazard requiring the exercise of unusual care in approaching, overtaking or passing shall be equipped with a flashing or rotating amber lamp of the dome type at the highest practicable point, visible from a distance of 500 feet, or 2 flashing amber lamps, one showing to the front and one showing to the rear, visible from a distance of 500 feet and mounted approximately midway between the extremities of the width of the vehicle and at the highest practicable point. Such amber lamp or lamps shall be lighted when such vehicle is moving a disabled vehicle along or upon a public highway at a speed below the average speed of motor vehicle traffic on such street or highway and may not be lit at other times.

DISPOSAL REQUIREMENTS:

Dane County is a CWD affected county. Dane County will only authorize disposal of the deer carcasses at a **DNR Licensed Landfill.** An original landfill receipt for deer carcass disposal must be submitted with the invoice. No payments will be issued for carcasses that do not have a landfill receipt.

COMMUNICATION REQUIREMENTS:

Dane County will send an email report every Tuesday and Thursday, except Holidays, with a list showing location of deer to be picked up. The report will be in excel format similar to what is shown in Attachment A – Car Killed Deer Pick-up Report. The contractor will be required to return the report with pick-up dates by Tuesday of the week following receipt from the County. The returned report will include the pick-up date or an explanation of why the deer could not be picked up.

- Contractor must have a computer with e-mail account in order to receive notification of deer carcasses, and to receive communications from the Department. The e-mail account shall be checked every <u>business</u> day by the contractor.
- Contractor must have a turned on cell phone in each vehicle being used for this contract.
- Contractors are required to have working voice mail and/or answering machines. Contractors are
 required to respond to voice mail messages left by the Department within 24 hours, if a response is
 requested.
- Contractors are required to check messages on fax/voice mail/answering machines/e-mails every business day to determine if new deer carcasses have been reported.
- If no notification of a deer carcass is received from a county in a two business day period, then the Contractor is required to call the appropriate county department the next day to determine if any deer carcasses have been reported.

COMPLAINTS:

If a contractor is not performing the County may terminate the contract at the County's sole discretion.

If complaints are received from the public about odors and/or insects problems (such as flies), due to the contractors operation, the contractor is required to work with the County to reduce or eliminate the source of the complaint. If control measures put in place are not effective or are not maintained by the contractor the County may terminate the contract.

Complaints will be used as a measure of how well a contractor is performing. An excessive number of complaints is a basis for requiring corrective actions and for removal from the contract.

BASIS OF PAYMENT:

Car killed deer pick-up will be paid for by each deer picked up as reported by Dane County and properly disposed at a WisDNR approved landfill. The successful bidder shall be responsible for all labor, materials, licenses, signs and other equipment required to perform or accomplish the work. To qualify for payment the contractor must submit weekly pick-up reports (attachment A), an invoice that matches the pick-up reports and landfill receipt for the disposal of deer.

	PRICE PROPOSAL
NAME OF COMPANY:	

For the price(s) listed below, our company hereby offers to provide Road Killed Deer Pickup Services in accordance with the specifications, schedule and terms and conditions of this bid.

_	 nd disposed of - March 2018):	at the landfil
	\$ per deer	

NOTE: In some cases, a carcass will be reported, but by the time you arrive, it is no longer at the scene. Consider the possibility of this situation happening while determining pricing. Payment will only be received for deer that are actually picked up and disposed of at the landfill.

Will the pricing remain the s	Future F same for th	Pricing e following possible renewal term	ıs?
April 2018 to March 2019:			_%
April 2019 to March 2020:	Yes 🗆	No □ If No, % increase	%
April 2020 to March 2021:	Yes □	No ☐ If No, % increase	%
April 2021 to March 2022:	Yes □	No ☐ If No. % increase	%

Car Killed Deer Pick-up Report

Date Car Killed Deer Pick-up Report is Emailed to Contractor:

01/17/2017

Date Called In	County Highway	Municipality	Description of Location (referenced to nearest side road)	Da (D)	If not picked up provide reason
01/15/2017	Α	Town of Rutland	500 feet west of Oak Ridge Roside of the road.	2000	
01/16/2017	Υ	Town of Roxbury	1/2 mile east of Kippley Road, South Side of road.		
01/16/2017	N	Town of Sun Prairie	200 yards north of Lonely Lane, West side of Road.		
		N. C.			
	3	Elm.			
	0) 			