REQUEST FOR BID

Department of Administration
Purchasing Division

COUNTY DEPT	Land & Water/Parks
BID NUMBER	**117018**
RFB TITLE	**Excavator**
PURPOSE	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide Excavator in accordance with the specifications.
DEADLINE FOR BID SUBMISSIONS	**2:00 P.M. Central Time** **February 22, 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 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:

- ❑ Signed Affidavit – Completed Bid Forms
- ❑ Submit (1) original and one (1) copy
- ❑ Label the lower corner of the outermost envelope of your bid with the bid number.

DATE BID ISSUED: January 24, 2017

Revised 11/2016

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 herby 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 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:

- ❑ 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 APPLLICANT, which has a submitted a proposal, bid or application for a contract with the county of Dane.

2. That PROPOSER, BIDDER OR APPLLICANT 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.nlrb.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 Land and Water/Parks

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.

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.

The following units are the minimum size that have been pre-qualified and pre-approved for this bid:

Minimum:

- Cat 315F
- Deere 135G

NEW 2016/2017 HYDRAULIC EXCAVATOR (REDUCED TAIL SWING) SPECIFICATIONS

#	Description	Spec Compliance	
		Yes	NO
Operation Weight:			
1	31,500 lbs. Minimum(includes ROPS cab and other accessories Maximum of 36,400 lbs. Reduced tail swing		
Engine:			
2	Minimum (ISO 9249) 97 HP.		
3	Diesel		
4	Dry type filter with pre-cleaner and air filter		
5	Block Heater		
6	Glow Plug Starting aid		
7	Charge air cooler		
8	Enclosed fan guard		
9	Radiator trash screen		
Fuel Tank:			
10	Minimum of 47 US. Gallons		
11	Locking type caps on fuel tank, keyed to match cab door locks		
Working Range/Operating Dimensions:			
12	Excavator arm length, minimum of 9' 10"		
13	Minimum digging depth 19' 6"		
14	Minimum reach at ground level 28' 4"		
Electrical System:			
15	24 Volt system		
16	Largest Alternator available		
17	Front working lights		
18	4" amber strobe light covered with light protector mounted on cab, operated by a switch in the cab		
19	Master electrical switch to the battery		
Hydraulic System:			
20	Two-way high flow auxiliary hydraulics to operate hydraulic thumb. Either by joysticks or foot pedal in the cab and all lines required		
21	One- way high flow auxiliary hydraulics rated at 2,500 psi with adjustable relief valve to operate hydraulic tools such as hydraulic hammers and compactors. Including lines to the end of the dipper stick and all controls		

#	Description	Spec Compliance	
		Yes	NO
Hydraulic System (continued):			
22	Minimum 1/2" ID case drain line along with pressure and return lines rated at 4,000 PSI with adjustable relief valves		
23	Open center load sensing with variable displacement pumps		
24	Reduced drift valve for boom down and arm in. Spring applied, hydraulically released automatic swing break		
25	Excavator shall be equipped with a hydraulic pin grabber quick coupler (2 1/2" pins) that is operated from the cab		
26	Equipped with a pattern control changer to switch controls form excavator and backhoe style (Deere/ SAE)		
27	Excavator to be equipped with a fully hydraulic thumb operated from cab		
Instruments:			
28	Manufactures standard instrument named for the specified excavator to include illuminated gages, monitor system with alarm features, auto idle/auto acceleration, engine coolant, fuel, hydraulic oil, engine oil pressure, machine information center, hour meter		
Controls:			
29	Hydraulic functions to be controlled by pilot operated joystick controls		
Undercarriage:			
30	28" triple semi grouser steel tracks		
31	Hydraulic track adjustment with sealed track and lubricated track rollers, carrier rollers and idlers		
32	Planetary drive with axial piston motors		
33	Propel motor shields		
34	Two speed propel with automatic shift		
Cab:			
35	Factory installed, fully enclosed, providing rollover protection and is ROBS/FOBS certified		
36	Heater/Defroster		
37	Air conditioner (to be integral part of the cab to protect unit)		
38	Front windshield with intermittent wiper and washer		
39	AM/FM stereo		
40	Skylight		
41	Access steps with anti slip and hand grab bars		
42	Deluxe suspension cloth seat with 4" adjustable armrest		
43	Mode selectors (illuminated) Power modes-three travel modes, two with automatic shift/work modes		
44	Right and Left mirrors		
45	Sun visor		

#	Description	Spec Compliance	
		Yes	NO
Bucket:			
46	Minimum 36" tooth bucket (or largest to fit machine specs.)		
47	Flared teeth on bucket		
Warranty:			
48	12 month unlimited hrs. which includes tracks, powertrain, hydraulic system, engine components and all wiring and sensors		
49	One extra copy of wiring schematic, operators manual, and scheduled maintenance manual.		
50	One extra copy of the repair manual		
Equipment:			
51	2D Laser run equipment mounted to the excavator from the dealer		

*See next page for Deviations section

Specification Deviations

Check One:

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

Item #	**Deviation Explanation**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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.

Hydraulic Excavator (Reduced Tail Swing) – max 5 hours on unit

$_____

Year / Make / Model: _____

Operating Weight: _____

Deviations (Yes or No): _____

Warranty: _____

Nearest service/parts vendor: _____

Service Vendor address: _____

Delivery Days after receipt of order: _____

To be delivered to: Dane County Land and Water/Parks
4318 Robertson Rd.
Madison, WI 53714