



## REQUEST FOR BID

Department of Administration  
Purchasing Division

<b>BID NUMBER</b>	110081		
<b>RFB TITLE</b>	Two (2) Motor Graders		
<b>PURPOSE</b>	The purpose of this RFB is to solicit bids from responsive and responsible bidders to supply and deliver two (2) Motor Graders. Complete description and technical specifications are included.		
<b>DEADLINE FOR BID SUBMISSIONS</b>	<b>2:00 P.M. Central Time</b> <b>August 16, 2010</b>		
	Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected		
<b>SUBMIT BID TO THIS ADDRESS</b>	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345		
<b>REQUIRED BID COPIES</b>	Bidders must submit one (1) original and one ( 1 ) copy (Bid forms only)		
<b>PLEASE DIRECT ALL INQUIRES TO</b>	<b>NAME</b>	Francisco Silva	
	<b>TITLE</b>	Purchasing Agent	
	<b>PHONE #</b>	608/267-3523	
	<b>FAX #</b>	608/266-4425	
	<b>EMAIL</b>	<a href="mailto:silva@co.dane.wi.us">silva@co.dane.wi.us</a>	
	<b>WEB SITE</b>	<a href="http://www.danepurchasing.com">www.danepurchasing.com</a>	
<b>THIS RFB IS COMPRISED OF:</b>	<b>RESPONSE CHECKLIST:</b>		
Part 1- General Guidelines & Information	<input type="checkbox"/> Signed Affidavit – Completed Bid Forms		
Part 2 - Bid Forms	<input type="checkbox"/> Submit one original and required bid copies		
Part 3- Detailed Specifications	<input type="checkbox"/> Label the lower corner of your bid with the Bid number		

**DATE BID ISSUED: 7/26/10**

## Part 1- General Guidelines and Information

### 1. Introduction

Dane County invites and will accept bids for item(s) outlined in Part 3 Detail Specifications. 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](http://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. Note to Bidders:

In order to ensure equipment needs are met, Dane County has established a qualified equipment list. Equipment not listed on the qualified equipment list hereinafter in this bid document will not be considered unless the equipment has been pre-qualified by August 16, 2010

**To demonstrate equipment for consideration to be placed on the qualified equipment list, contact Dan Behrend, (608) 266-4011, to set up an equipment demonstration appointment. Appointments to demonstrate equipment shall be made by August 9, 2010. Vendors will be notified in writing if their equipment does or does not qualify for the qualified equipment list.**

### 5. 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](http://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.

### 6. Bid Bond and Contract Bond

No bid bond is required, however successful bidders shall furnish the County with a contract bond equal to 50% of repurchase price for each piece of equipment at time of delivery or prior.

### 7. 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.

**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.

**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.

**9. Delivery**

Quote price FOB destination. Price must include shipping. 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.

**Delivery of the Motor Graders shall be November 10, 2010.**

**10. 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.

The bids will be analyzed and awarded on a Total Cost of Ownership basis as set forth herein after. The Dane County Department of Public Works, Highway and Transportation reserves the right to accept any bid or option deemed most advantageous to Dane County using the following formula:

Initial Purchase price minus (-) trade-in price on equipment plus (+) present value of the annual guaranteed maximum costs of maintenance and repairs minus (-) the present value of the guaranteed repurchase price. Present values are computed using a discounted rate of 5%. The guaranteed maximum cost of maintenance and repairs will be averaged over 7 years.

The following pieces of equipment are available for possible trade-in.

<u>Type of Equipment</u>	<u>Fleet #</u>	<u>Manufacturer</u>	<u>Model No.</u>	<u>Year</u>
Motor Grader	2792	John Deere	770C-II	2003
Motor Grader	2793	John Deere	770C-II	2003

**11. 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.

## **12. 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.

## **13. Manuals and Parts Information**

The successful bidder shall furnish one (1) shop service manual, one (1) parts manual, and one (1) operator manuals for each unit purchased. Five percent (5%) of payment on the Motor Graders will be withheld until these support materials are delivered.

## **14. New Equipment Preparation**

Prior to the delivery, the Motor Graders and any attachments must be serviced by the successful bidder (dealer) in accordance with the manufacturer's standard new equipment "make-ready" recommendations (dealer predelivery inspection). If applicable, crankcase, differential, and transmission must be filled to capacity as recommended by the manufacturer, and unit(s) must contain 1/4 tank of fuel when delivered. The Motor Grader is to be clean. Factory pre-delivery will not be acceptable. Equipment showing a lack of proper pre-delivery service will not be accepted, and no invoice will be processed for payment until the Motor Grader passes safety inspection. Wheels must be aligned on the Motor Grader before delivery

## **15. 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.

## **16. Manuals and Parts Information**

The successful bidder shall furnish one (1) shop service manual, one (1) parts manual, and one (1) operator manuals for each unit purchased. Five percent (5%) of payment on the Motor Graders will be withheld until these support materials are delivered.

## **17. New Equipment Preparation**

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**STANDARD TERMS AND CONDITIONS**  
(Request For Bids/Proposals/Contracts)  
DCO CHS 19.25 Rev. 07/07

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.

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 in this request 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 which 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 on this request 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, e.g., gal., cs., doz., ea., etc., 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. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

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 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.

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 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 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 the successful vendor furnishing the services or goods required to be provided under the contract with the County, 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 the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor 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 the successful vendor'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 coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor 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 the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. 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 the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

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 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.

22.3 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. In any event, bid prices will not be held confidential after award of contract.

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 County of Dane (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 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 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.

28.01 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.

28.02 Bidders are exempt from the above requirements 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.

28.03 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.

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

28.05 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 or union organizing."

<b>BIDDER COVER PAGE SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

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**

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

Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_

**VENDOR REGISTRATION CERTIFICATION**

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

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

Complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com). You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

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.

**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 # \_\_\_\_\_

Paid until \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

<b>BID PRICE PROPOSAL/QUESTIONNAIRE</b>	
<b>FOR MOTOR GRADERS</b>	
<b>NAME OF FIRM:</b>	

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

<u>ITEM</u>	EACH	TOTAL NET BID															
<p>1. Furnish and deliver two (2) Motor Graders in accordance with the specifications</p> <p style="text-align: right; margin-right: 50px;">\$ _____</p> <p><b>Delivery of the Motor Graders shall be November 10, 2010</b></p> <p>New _____ Used _____ If used, number of hours _____</p> <p>New _____ Used _____ If used, number of hours _____</p> <p>Manufacturer _____ Model _____</p> <p>Trade-in allowance (County may or may not accept) on:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Fleet #</th> <th style="text-align: left; border-bottom: 1px solid black;">Manufacturer</th> <th style="text-align: left; border-bottom: 1px solid black;">Model #</th> <th style="text-align: left; border-bottom: 1px solid black;">Year</th> <th style="border-bottom: 1px solid black;"></th> </tr> </thead> <tbody> <tr> <td>2792</td> <td>John Deere</td> <td>770C-II</td> <td>2003</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>2793</td> <td>John Deere</td> <td>770C-II</td> <td>2003</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>	Fleet #	Manufacturer	Model #	Year		2792	John Deere	770C-II	2003	\$ _____	2793	John Deere	770C-II	2003	\$ _____	<p>\$ _____</p>	<p>\$ _____</p>
Fleet #	Manufacturer	Model #	Year														
2792	John Deere	770C-II	2003	\$ _____													
2793	John Deere	770C-II	2003	\$ _____													
<p>2. Repurchase amount at the end of seven (7) years or 4,900 hours (bidder guarantee must be provided):</p>	<p>\$ _____</p>	<p>\$ _____</p>															
<p>3. Max. cost of maintenance and repairs for seven (7) years or 4,900 hours (bidder guarantee must be provided):</p>	<p>\$ _____</p>	<p>\$ _____</p>															
<p>4. Will you be exercising the option to replace the Motor Grader with a new unit (same model or equivalent) at no cost to the County (Per item F of the "Total Cost Bid")?</p> <p style="text-align: right; margin-right: 50px;">Y ___ N ___</p> <p>If yes, at what time intervals would you be likely to replace the Motor Grader (i.e. yearly, every two years, etc.)?</p>		<p>_____</p>															
<p>5. Guaranteed maximum parts delivery?</p> <p style="margin-left: 20px;">If yes, what is the maximum time?</p>		<p>Yes ___ No ___</p> <p>_____</p>															

Stocking level(s) and location(s)

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6. Are you capable of performing the repair work within five (5) working days? \_\_\_\_\_

7. Training availability for operators and mechanics

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8. Number of the above-bid units sold in your service area

(Include list with dates of sale and customers). \_\_\_\_\_

9. State warranty, or provide manufacturer's warranty statement as an attachment:

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10. State how manufacturer handles repetitive problems that occur after warranty period:

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**Delivery of the Motor Graders shall be November 10, 2010.**

### **Sales 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.

Payment terms: Net 30

Quote/Bid price delivered FOB Destination To:  
Dane County Department of Public Works, Highway, and Transportation  
2302 Fish Hatchery Rd., Madison, WI 53713

### **NOTES**

- All equipment specified in the aforementioned specifications must be installed at the assembly plant.
- A manufacturer specification sheet must be submitted with the bid.
- Delivery date will be a factor in awarding this bid.

**FAIR LABOR PRACTICES CERTIFICATION**  
Dane County Ordinance 25.11(28)

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

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

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

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

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

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

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

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

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

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

## Part 3 – Detailed Specifications

**Bid Forms  
Submit With Bid**

### **TOTAL COST BID SPECIFICATIONS For MOTOR GRADERS**

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The Total Cost Bid (TCB) is to include a guaranteed maintenance and repair program. **NOTE: the Total Cost of Ownership provisions applies only to the purchase of the Motor Grader.**

#### **SPECIAL CONDITIONS**

The successful bidder must be willing to enter into an agreement with Dane County. This agreement will contain the following provisions:

- (1) The successful bidder will be fully responsible for the total cost of all repairs (including parts and labor) for their manufacturer's published warranty period and in excess of the guaranteed maximum cost of repairs during the periods as specified on the Bid Proposal/Questionnaire, as recorded by the engine hour meter, or seven (7) years from the date of delivery, whichever occurs first.
- (2) Dane County shall have the right to sell, lease, trade, or otherwise dispose of the equipment. However, if such action is taken, the successful bidder will not be bound by the provisions of this section requiring responsibility for all repairs.

Dane County agrees to the following:

- (a) All of the equipment will be operated by County personnel for road construction, repair, maintenance, and other purposes for which the equipment is designed.
- (b) Dane County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, or acts of nature.
- (c) Dane County will assume all costs of hydraulic fluid, lubricating oil, filters of all types, grease, fuel, anti-freeze, cutting edges, batteries, headlights, glass breakage, wire rope, cleaning, and painting.
- (d) The successful bidder will perform all repair and maintenance work except as stated in (e) below. Parts and labor shall be billed at standard rates published by the bidder.
- (e) Dane County will maintain the equipment in accordance with manufacturer's recommendations and perform regular maintenance including grease, oil changes, replacement of filters, etc. The bidder has the right to inspect equipment at any time and make recommendations for repairs, improved maintenance, etc. Dane County will follow these recommendations to the best of its ability.

- (f) The successful bidder has the option to replace the Motor Grader with a new unit (same model or equivalent) at no cost to Dane County at anytime during the contract period.
- (g) If the bidder is unable to complete repair work or exchange the machine within five (5) working days, Dane County will invoke one of the following provisions:
  - 1) Require a bidder to furnish a similar piece of equipment with a 48-hour notice, or
  - 2) Charge the sum of \$50 per day against the accumulated repair account.
- (h) Repairs may be made by other service departments than that of the bidder, provided there is mutual agreement.

**RESIDUAL VALUE**

In order to complete the Total Cost analysis, Dane County needs to arrive at the 'residual value.' The bidder must provide a guaranteed repurchase figure (zero is an acceptable value) after seven (7) years or 4,900 hours of usage.

**USED OR DEMO EQUIPMENT**

As in the past, Dane County will consider bids on used or demonstrator equipment, manufactured in 2009 or later, with less than 200 hours of use. Used/demonstrator equipment must meet or exceed these specifications and be warranted as a new piece of equipment

**Part 3 – Detailed Specifications**

**Bid Forms  
Submit With Bid**

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

The intended user agency is: (Dane County Public Works)

Bidder shall complete every space in the area provided with either a check mark to indicate the item being bid is exactly as specified (**Comply**), or deviates from bid specification (**Does Not Comply**). 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 items). 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.

If no variations are listed, it will be assumed that all specifications are met.

		Comply or Does Not Comply
Make and Model	Units with which we have experience and approve: <a href="#">Deere 770 Series</a> <a href="#">CAT 140 Series</a> <a href="#">Komatsu GD655-3 Series</a> <a href="#">Volvo G940 Series</a>	
Tires	17.5 R 25 ( Michelin ) L2T	
Cab	Fully enclosed, air conditioned, AM-FM radio, all-weather with ROPS, Suspension seat, Front & rear defroster and fans, and 40,000 BTU Heater, engine fan (blower) to exhaust out rear of machine.	
Moldboard, Wing Plow, Main Plow Attachment	14' moldboard with hydraulic side shift and full 90 degree capability; full benching 12 ft wing plow; provision for front mounted main plow with up, down,	

	and float (must fasten to Dane County's present plows as delivered).	
Electrical System	Self-adjusting (loudness) back-up alarm, Turn signals, Four way flash indicators, Rotating beacon, Block heater, Front, rear and snow wing work lights (all cab mounted and factory installed).	
Add'l Equipment	Rear draw bar, Wiper and washers front, rear and lower front windows, Operable lower front windows, Accumulator, antishock for blade lift and circle shift, Operator-controlled hydraulically operated differential lock, Float control for Moldboard. Mount and test Dane County's 2005 Topcon 4100V, 4254V.	

**DEVIATIONS**

**ITEM NUMBER**

**DEVIATION EXPLANATION**


Check box at left if bidder has taken NO deviations from the specifications