

ROCK COUNTY, WISCONSIN
PUBLIC WORKS DIRECTOR

PUBLIC WORKS DEPT.
FAX (608) 757-5470
PHONE (608) 757-5463



INVITATION TO BID #DPW-2020-16 Revised

TWO (2) TRAILER MOUNTED HOT PATCHERS
FOR ROCK COUNTY PUBLIC WORKS DEPARTMENT
JANESVILLE, WISCONSIN

Bids due in Rock County Department of Public Works by:

Januray 7th, 2020– 8:45 a.m. (local time)

Bids received after this date and time will be rejected.

Bids must remain in effect 60 days from due date:

Address Bid to: Neil Pierce, Shop Superintendent
Rock County Department of Public Works
3715 Newville Road
Janesville WI. 53545

*****MARK SEALED ENVELOPE: #DPW-2020-16 Revised**
TWO (2) TRAILER MOUNTED HOT PATCHERS***

Rock County reserves the right to accept or reject any or all bids; to waive any technicality or error in any bid or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

Contracts are awarded to the lowest, most qualified, responsible and responsive bidder on the basis of the base bid and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, timeliness of delivery, competency of bidder, bidder's ability to render satisfactory service, and past performance. If two or more bidders submit identical bids, Rock County will make award to bidder of its choice and such decision will be final.

INSTRUCTIONS FOR BIDS

The bidder is required to submit **two (2) copies (one original marked as such and one copy)** of their bid in a sealed envelope marked **#DPW-2020-16 Revised** Neil Pierce, Shop Superintendent, Rock County Department of Public Works, 3715 Newville Road, Janesville, WI 53545. All bids must be received by **January 7th, 2020– 8:45 a.m. (local time)**. Any bid submitted after this date and time will be rejected. Vendors are responsible for ensuring that the above office receives their bid before the deadline. No faxed or electronic bids will be accepted.

Bid "packets" must be clearly labeled with vendor name, return address, bid title, date and the name of the vendor's primary contact for bid questions.

Bids shall be signed with named printed below signature. Where Bidder is a Corporation, Bid must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

INQUIRIES

All questions concerning this Invitation to Bid must be submitted **in writing** to Neil Pierce. Questions must be received by **December 13th, 2020 at 12:00 noon (local time)**. Questions received after this date and time will not be answered. Questions may be faxed to (608) 757-5466 or e-mailed to neil.pierce@co.rock.wi.us.

Bidders shall bring inadequacies, omissions or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County's response.

ADDENDA

All changes in or interpretations of the Bidding Documents prior to bid opening will be made by written addenda issued by Rock County to each recipient of the Bidding Documents on record. All addenda will be issued no later than 72 hours prior to bid opening. All addenda or notice of addenda will be posted on Rock County's website, www.co.rock.wi.us.

PROJECTED TIMETABLE

| | |
|------------------------------|-------------------------|
| Issue Invitation to Bid | 11/26/2019 |
| Questions Due | 12/13/2019 – 12:00 noon |
| Amendments Issued by | 12/20/2019 – 12:00 noon |
| Bids Due | 1/7/2020 – 8:45 a.m. |
| Evaluation of Bids | 1/7/2019 – 1/14/2020 |
| Governing Committee Approval | 1/14/2020 |
| Issuance of Purchase Order | 1/14/2020 |

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's bid, become the property of Rock County. We will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

BID AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their bid in response to this Invitation to Bid nor for the presentation of their bid and/or participation in any discussions or negotiations.

COMPLIANCE WITH INVITATION TO BID

Bid specifications submitted must be in strict compliance with the Invitation to Bid. Failure to comply with all provisions on the ITB may result in disqualification. Neglect of the above requirements will not be accepted as reason for the delay in the delivery.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this Invitation to Bid, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the bid.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

INDEMNIFICATION

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts or omissions of any agents or employees of the contractor.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of bids will be in writing. Such requests shall not alter the offeror's pricing information contained in its bid.

MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw Bids at any time before the Bid opening, but may not resubmit them. No Bid may be withdrawn or modified after the Bid opening except where the award of Contracts has been delayed for more than 60 days from the day of the Bid opening.

DEVIATION AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications will be described fully under the bidder's letterhead, signed, and attached to the Bid. In the absence of such statements, the bid will be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

SUBSTITUTIONS

When substitutions are bid, they must be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. Rock County shall be the sole judge of equivalency.

DISQUALIFICATION

Rock County reserves the right to disqualify Bids, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

QUANTITIES

Quantities shown within the Invitation to Bid are based upon estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.

AWARD

Award will not be made to any Bidder in default of a Contract with Rock County, or to any Bidder having as its agent or employee, any individual previously in default or guilty of misrepresentation.

NOTICE TO PROCEED

Written notice of award to successful Bidder shall be in the form of a Purchase order from Rock County mailed or delivered to the address shown on the Bid and will be considered sufficient notice of acceptance of Bid, and "Notice to Proceed" with delivery.

CANCELLATION

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

APPLICABLE LAW

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement will be in Rock County Circuit Court.

ASSIGNMENT

No right or duty in whole or in part by the vendor under any purchasing contract may be assigned or delegated without the written consent of Rock County.

GUARANTEED DELIVERY

Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials renders the contractor liable for all costs in excess of contract price if alternate procurement is necessary. Excess costs include administrative costs.

PATENTS

By accepting a purchase order from Rock County, the vendor guarantees that the sale or use of the items or goods being provided will not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such article or articles, and agrees that it will pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

QUALITY LEVEL

Unless otherwise indicated in the Invitation to Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by Rock County.

SAFETY REQUIREMENTS

Materials, equipment and supplies provided to the County must comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U. S. Occupational Safety and Health Standards, the

contractor must furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, during the course of performing the service necessary to satisfy the requirements of any Invitation to Bid, the contractor is fully liable for public and private protection while work is in progress or at any site exposed as a potential hazard. Contractor must provide warning devices and/or signs, which must be prominently installed and displayed, and be fully in compliance with safety regulations.

TAXES

Rock County is exempt from the payment of all federal excise taxes, registration no. 41407 (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a). Contractors performing construction activities are required to pay state user tax on the cost of materials which they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil and aviation fuel.

WARRANTY

Unless otherwise specifically stated by the bidder, equipment purchases as a result of a request to bid shall be warranty against defects by the bidder for 90 days from date of receipt. The equipment manufacturer's standard warranty shall apply and the minimum must be honored by the vendor.

SPECIFICATIONS

The following specifications are to apply to the equipment offered in this bid. The equipment must be new and the latest type and model manufactured, and must equal or exceed these specifications. It is not our intention to write anyone out this specification. Please note all items that do not meet specifications on the sheet provided. Determination of comparable or equivalent equipment and features shall be at the sole discretion of Rock County.

| | <u>Meets Specs</u> | <u>Does Not Meet Specs</u> |
|--|--------------------|--------------------------------|
| | Y | / N |
| <u>I. BASIC SPECIFICATIONS :</u> | | |
| A. 4 Ton Capacity | ___ | ___ |
| B. 105,000 Minimum BTU Diesel , 12V | ___ | ___ |
| C. Tandem axle trailer with electric brakes (on both axles) and safety breakaway | ___ | ___ |
| D. 12 Volt Battery, High Capacity | ___ | ___ |
| E. 8 Bolt wheels, 8"x14.5" | ___ | ___ |
| F. Leaf spring axles | ___ | ___ |
| G. Hopper to be fully insulated, triple wall construction | ___ | ___ |
| H. Floor, shovel deck and all four walls to be heated | ___ | ___ |
| I. 4 Ton capacity with GVWR of 14,000 lbs minimum | ___ | ___ |
| J. Operating controls to be located on curbside | ___ | ___ |
| K. Paint color: Orange | ___ | ___ |
| L. Trailer plug to be 7 pin RV | ___ | ___ |
| M. Hopper type to be oil jacketed | ___ | ___ |
| N. Auto temp control | ___ | ___ |
| O. Fire Extinguisher-10 lb | ___ | ___ |
| P. Dump hopper- 12V electric hydraulic pump, hydraulic loading top doors, hydraulic rear doors | ___ | ___ |
| Q. Hydraulic tamper lift and storage | ___ | ___ |
| R. Battery charger | ___ | ___ |
| S. 7 day timer, hour meter, 12v meter | ___ | ___ |
| T. Tool box, tool holder, spare tire, solvent tank for shovels | ___ | ___ |
| U. Catwalk and step for hopper access | ___ | ___ |
| V. LED arrow board | ___ | ___ |
| W. Dual oval amber strobe lights | ___ | ___ |
| X. Any center dividers in hopper to be heated also | ___ | ___ |

MANUALS AND PARTS INFORMATION

The successful bidder shall furnish a total of two (2) service manuals (paper), two (2) parts manuals (paper). Digital copies of all manuals to also be supplied. In leui of the above we will accept electronic service and maintenance manuals.

WARRANTY

All warranty work shall either be done at the Rock County Highway Repair Shop at Janesville, or the bidder shall be responsible for the pick-up and return of unit to be serviced. There shall be no travel charges

ROCK COUNTY, WISCONSIN
 DEPARTMENT OF PUBLIC WORKS

HIGHWAY DEPARTMENT
 FAX (608) 757-5470
 PHONE (608) 757-5450



**#DPW-2020-16 Revised
 INVITATION TO BID
 TWO (2) TRAILER MOUNTED HOT PATCHERS
 FOR ROCK COUNTY HIGHWAY DEPARTMENT
 JANESVILLE, WISCONSIN**

BID FORM

| BASE BID | BID PRICE |
|--|-------------|
| TWO (2) TRAILER MOUNTED HOT PATCHERS | \$ |
| ALL OPTIONS LISTED ON SPECIFICATION SHEET | \$ |
| TRAINING, SUPPORT, DELIVERY AND SET UP | \$ |
| EXTENDED WARRANTY | \$ |
| TOTAL BASE BID COST | \$ |
| OPTIONAL ACCESSORIES | |
| ROCK COUNTY MAY OR MAY NOT PURCHASE THESE OPTIONS | |
| | |
| ESTIMATED DELIVERY DATE AFTER DATE OF ORDER | DAYS |

List any deviations or additional information to your bid on company letterhead.

BID PREPARED BY: _____
 SIGNATURE

PRINT NAME & TITLE _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____