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INVITATION FOR BID

County of Dunn, Wisconsin

RFB #2023-09

Neighbors of Dunn County Bus Replacement

Bids must be received

No later than

2:00pm Local Time, November 09, 2023

Dunn County is requesting bids for the replacement of a 15 passenger or equivalent bus with wheelchair lift.

All bids submitted must contain a "total" cost. All prices, costs, and conditions outlined in the bid shall remain fixed and valid for acceptance for 90 days starting on the due date for bids.

Bids will be publicly opened; however, details of each bid, including proposed fees, shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.

Interested vendors must inform purchasing, prior to proposal submission deadline, if they have any pre-existing business relationship(s) with the County related to this project that may conflict with a potential contract award.

Dunn County reserves the right to accept or reject any or all bids and to waive technicalities in any bid or part thereof deemed to be in the best interest of Dunn County.

GENERAL SPECIFICATIONS**1.1 Introduction**

Dunn County is requesting installation bids to include the following:

1. Total price of the unit including any setup costs and licensing costs.
2. Estimated availability time.
3. Detailed information of the bus including make, model, sales brochures.

Dunn County reserves the right to terminate the selection process at any time and reject any or all offers. The County shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.

1.2 Clarification of the IFB

If the vendor feels that further background or technical information is required, the vendor may speak to: Sarah Stabenow 715-231-2770, Fax: 715-232-5987 or email

1.3 Incurring Cost

Dunn County is not liable for any cost incurred by the proposers in replying to this IFB. Dunn County reserves the right to accept or reject any or all bids and to waive technicalities in any bid or part thereof deemed to be in the best interest of Dunn County.

1.4 Response Submissions

Submit bid to: Dunn County Administration, 3001 US Highway 12 East Suite 225, Menomonie, WI 54751, by 2:00 PM CDT November 9, 2023. Faxed bids totally received prior to bid time and confirmed (via phone) that it was received prior to bid time, will be accepted at 715-231-5987 or sstabenow@co.dunn.wi.us. However, it is the sole responsibility of the provider to ensure Dunn County receives the fax and/or email bids. The County will not guarantee that its fax equipment/phone lines will be operational.

All bids must be time stamped in by the Administration Department by the stated time. Bids not so stamped will not be accepted. Receipt of a bid by another department in Dunn County does not constitute receipt of a proposal, for purposes of this IFB.

All bids received in response to this request will become the property of Dunn County and will not be returned to the proposers.

1.5 Bids may include an alternate bid or creative cost savings alternatives, which meets the minimum requirements and specifications of this IFB.

1.6 Bid Bond/Performance Bond – Approval of Payment

No bid bond or performance bond is required on this project. However, invoices will not be approved for payment until services are completed per specifications as determined by the County.

1.7 Award Procedures

Bids will be awarded to the lowest responsible, responsive bidder. Therefore, you are requested to submit a complete bid with your best and final offer.

Vendor awarded the project will need to complete a Vendor Data Form and W9 located on the Dunn County website before payment can be processed.

[Vendor Registration - Dunn County, WI \(dunncountywi.gov\)](https://www.dunncountywi.gov)

1.8 Insurance

A Certificate of Insurance is required from the successful proposer prior to beginning services. Insurance requirements are as stated under the Standard Terms and Conditions. In addition:

- A. Dunn Count shall also be named as additional insured.
- B. The minimum liability coverage is \$1 million combined single limit liability or a \$500,000 policy with a \$1 million umbrella policy.

1.9 Invoicing

Invoices shall be sent to Dunn County Facilities, 3001 US Highway 12 East, Suite 002, Menomonie, WI 54751.

TECHNICAL SPECIFICATIONS

1. Must have an 800lb wheelchair lift.
2. Set up to accommodate up to 14 passengers with combination of wheelchairs and ambulatory residents.
3. Does not require CDL to operate.
4. Wheelchair tie down system.
5. Include all safety belts/harnesses to secure wheelchairs during transport.

STANDARD TERMS & CONDITIONS

- A. **Acceptance-Rejection:** Dunn County reserves the right to accept or reject any or all quotes and to waive technicalities in any quotation or part thereof deemed to be in the best interest of Dunn County.
- B. **Non-Discrimination/Affirmative Action:** Dunn County is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical or mental handicap in regard to any position for which qualified. Further you are advised that as a contractor, subcontractor, vendor or lessee of Dunn County, you may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract or purchase order shall constitute your agreement that you will not discriminate against any employee or applicant for national origin, age or physical or mental handicap in regard to any position for which qualified; and that you will comply with other specific requirements of these laws. In the event of noncompliance with the nondiscrimination clause, this purchase order or contract may be canceled, terminated, or suspended in whole or in part and you may be declared ineligible for further contracts or purchase orders.
- C. **Applicable Law:** This contract shall be governed under the laws of the State of Wisconsin and is made at Dunn County, Wisconsin, and venue for any legal action to enforce the terms of the agreement shall be in Dunn County Circuit Court.
- D. **Assignment:** No right or duty in whole or in part by the contractor under this contract may be assigned or delegated without the written consent of Dunn County.
- E. **Cancellation:** Dunn County reserves the right to cancel this 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 this contract.
- F. **Delivery:** Delivery shall be F.O.B. destination unless otherwise specified.
- G. **Deviation and Exceptions:** Deviations and exceptions from terms, conditions, or specifications shall be described fully under the bidder's letterhead, signed, and attached to the request for bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.
- H. **Entire Agreement:** These standard terms and conditions shall apply to any contract order awarded as a result of this request for bid except where special requirements are stated elsewhere in the request. In such the contract order with reference to parts and attachments shall constitute the entire agreement with previous communications pertaining to the subject of this request for bid being hereby superseded.
- I. **Guaranteed Delivery:** Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price if alternate procurement is necessary. Excess costs shall include administrative costs.
- J. **Insurance Responsibility:** The contractor to perform services for the County of Dunn shall: (A) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work; (B) Maintain general liability and property damage against any and all claim(s) which might occur in the carrying out of this agreement/contract. Minimum coverage is \$500,000-combined single limit liability. (C) When required, professional liability insurance; minimum coverage is \$1 million. (D) When required, umbrella policy; minimum coverage is \$1 million. Provide, upon request, an insurance certificate(s) indicating this coverage, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of this agreement/contract. The insurance certificate shall state that the County is an additional insured.
- K. **Invoicing:** Purchase orders shall be individually invoiced in accordance with the instructions contained on the purchase order or contract.
- The County is subject to payment provisions of 1989 Wisconsin Act 233. The County, after receipt of a properly completed invoice or receipt and acceptance of the property or service whichever is later, will make payment within thirty (30) days as long as the properly completed invoice or receipt is received on or before the 4th of the month. If a properly completed invoice or receipt is not received by the 4th of the month, the contractor waives the right to collect interest under 1989 Wisconsin Act 233 if payment is not made within thirty (30) days.
- L. **Ordering:** Purchase orders shall be placed directly to the contractor by authorized purchasing agents. No other purchase order or orders are authorized.
- M. **Quality Level:** Unless otherwise indicated in the Request for Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by the Purchasing Agent.
- N. **Quantities:** Quantities shown on this request for bid are based on estimated needs. County reserves the right to increase/decrease quantities to meet actual needs or availability of funds.
- O. **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 shall furnish upon request appropriate OSHA Form 20, "Material Safety and Data Sheet", for each item provided.
1. During the course of performing the service necessary to satisfy the requirements of this request for 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 shall be prominently installed and displayed and be fully in compliance with the aforesaid safety regulations.
- P. **Specifications:** Specifications for the request for bid are the minimum acceptable. When specific manufacture model numbers are used, it is used to establish the design, type, construction, quality, functional capability and/or performance level desired. Alternates or substitutes may be bid.

- Q. Substitutions: When substitutes are bid, they must be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. The County shall be the sole judge of equivalency.
- R. Taxes: Dunn County and its departments are exempt from payment of all federal taxes and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below:
1. The County is exempt from state sales tax per Wisconsin Statute 77.54 (9)(a).
 2. Contractors performing construction activities are required to pay state user tax on the cost of materials.
 3. Dunn County, including all of its departments, is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco product, motor vehicle fuel engine oil and aviation fuel. However, Dunn County is exempt from payment of State of Wisconsin sales or user tax on this purchase. Dunn County may be subject to other state taxes on its purchases dependent upon the laws of that state.
- S. Warranty: Unless otherwise specifically stated by the bidder, equipment purchases as a result of this request for bid shall be warranted against defects by the bidder for 90 days from date of receipt. The equipment manufacturer's standard warranty shall apply the minimum and must be honored by the contractor.

Certification of Independent Price Determination

1. By signing this bid, the respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
 - a. The process in this bid have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor; and
 - c. No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.