Waukesha County Purchasing Division
INVITATION TO BID

Date: 12-10-2003

RETURN QUOTATION TO:

Waukesha County Purchasing Division
1320 Pewaukee Road, Rm. 370
Waukesha, WI 53188

Bid Number: 0355A

Opening Date: 12/23/2003
Opening Time (CST): 10:30 a.m.

Description: Digital Logging Recorder

Buyer: C Greco

Phone: 262/548-7889

Vendor Fax -

VENDOR:
Additional Vendor
,

Please Enter FEIN # _____

Bids MUST be in a sealed envelope (unless the bid states fax bids will be accepted) and identified with the bid number and opening date.

Bids received after the opening date and time specified will be rejected.

Waukesha County now posts all of its bid notices on our website - www.waukeshacounty.gov.

This information is updated every Friday.

Bids must be submitted on the forms provided and MANUALLY SIGNED to be considered. Pages containing standard terms and conditions for bidding and the applicable specification(s) need not be returned, however, the signature page MUST BE RETURNED WITH YOUR BID in order to be eligible for award.

Delivery Terms: Bids must include delivery F.O.B. to the address specified. ALL transportation charges to be prepaid and borne by the vendor.

DESTINATION OF GOODS :

Waukesha County
Communications Center
1320 Pewaukee Road, Room 362
Waukesha, WI 53188

If awarded bid, purchase order should be addressed to:

_____

_____

_____

PAYMENT TERMS _____

DELIVERY: _____
(Days after receipt of order)

Payment should be mailed to:

_____

_____

UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO ACCOMMODATE THE NEEDS OF DISABLED INDIVIDUALS THROUGH SIGN LANGUAGE INTERPRETERS OR OTHER AUXILIARY AIDS. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE PURCHASING DIVISION.

THIS IS AN INVITATION TO BID - IT IS NOT AN ORDER

Waukesha County Purchasing Division
INVITATION TO BID

Additional Vendor

ITEM NO	QUANTITY	U/M	DESCRIPTION

In order to be eligible for award of the Digital Logging Recorder, vendors must complete the attached Waukesha County Specification No. 725-16 dated 12/9/03, inclusive of Exhibits A, B and C. The completed document is to be attached to this bid documents (be sure the document is signed and witnessed) and submitted in accordance with this Invitation to Bid, prior to the opening date/time noted on page 1.

*** BE SURE TO SIGN AND SUBMIT THE ATTACHED SIGNATURE PAGE WITH YOUR BID RESPONSE. FAILURE TO DO SO MAY RESULT IN BID REJECTION. ***

INSTRUCTIONS, TERMS AND CONDITIONS FOR FORMAL BID AND CONTRACT

1. **GUARANTEED DELIVERY:** Failure by the Contractor to adhere to the delivery schedule as specified, or to promptly replace rejected or defective materials within a specified time frame, shall render the Contractor liable for the difference between the "open market" and the contract price, and/or other costs as applicable under the Uniform Commercial Code. Such purchases will be deducted from contract quantities.

2. **CASH DISCOUNT:** All bidders must state their best cash discount on the bid form for payments made thirty (30) days following receipt and acceptance of goods. Discount for earlier payment (less than 30 days) will not be considered for purpose of award.

3. **BID BOND GUARANTY, PERFORMANCE BONDS, INSURANCE:**
   (a) **Bid Bond Guaranty -** If required, a bid guaranty in the amount specified must be submitted in your bid envelope with your bid. A bid guaranty shall be a bank certified check, cashier's check, U.S. money order or a surety bid bond. A surety bid bond must be approved by the Risk Manager as to its form and execution prior to its submittal. All surety bid bonds will expire at the time that the successful bidder is awarded a contract with Waukesha County. Negotiable bid bond guaranties will be returned to unsuccessful bidders after award of the bid. A check or money order held from a successful bidder will be returned after satisfactory completion of Bidder's obligations under theaccepted bid or after receipt of a performance bond from the successful bidder, if one was required.
   (b) **Performance Bonds -** If required, a performance bond in the amount specified in the Invitation to Bid is to be provided by the successful bidder to the Waukesha County Purchasing Division within ten (10) calendar days after award of the contract. Failure to do so can make the contract voidable at the County's discretion and where the bid is covered by a certified check or bond, such security shall become the property of Waukesha County as liquidated damages. Performance bonds must be approved by the Risk Manager prior to the commencement of any work.
   (c) **Insurance -** If applicable, an insurance certificate, which meets the County's requirements, as specified in the bid document, shall be provided to the Purchasing Division with the bid or as stated in the bid/specifications. Failure to do so can make the contract voidable at the County's discretion. Said insurance certificate must be approved by the Risk Manager prior to the commencement of any work. The Contractor shall not allow any subcontractor to commence work until the insurance required of the subcontractor has been obtained and approved.
   (d) The surety bid bond, the performance bond and the insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Waukesha County will be named as additional insured with respect to general liability coverage. Should any insurance policy be cancelled before the expiration of this contract, the issuing company must provide 10 days notice to Waukesha County.

4. **SAFETY REQUIREMENTS:** All material, equipment and supplies provided to the County must comply fully with all Safety Requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards.

5. **DELIVERY F.O.B. DESTINATION:** All Bid prices must include delivery, F.O.B. destination freight prepaid, unless otherwise specified in the bid invitation.

6. **TAXES TO BE EXCLUDED FROM PRICE:** All bids must be submitted without the inclusion of Federal Excise and Wisconsin Sales Taxes as the County is exempt therefrom. [State Statute No. 77.54(9a)]

7. **SIGNATURE REQUIREMENT, Bids Must Be Signed:** This bid must be manually signed by the bidder (See Item 34). All attachments, additional pages, addenda, or explanations supplied by the bidder with this bid will be considered as part of the bid, however they will be rejected as counteroffers when in conflict with the terms and conditions stated herein (See Item 16).

8. **PACKAGING:** Materials shall be clearly labeled and packaged in accordance with Federal and Wisconsin requirements,and, if specified, in the Terms and Conditions of the Invitation for Bid as so specified.

9. **SUBSTITUTIONS AND EQUIVALENTS:** Substitutions of /or equivalents of specified items may be permitted at the sole discretion of the Purchasing Division.

10. **RIGHT TO REJECT:** The Purchasing Division reserves the right to reject any or all bids.

11. **RIGHT TO ACCEPT ALL OR PART OF BID:** The Purchasing Division reserves the right to accept all or part of any bid.

12. **OTHER CONSIDERATIONS:** Quantities involved, time of delivery, purpose for which required, competency of bidder, ability to render satisfactory service and past performance will be considered in determining status as a responsible bidder.

13. **QUALIFYING BIDDERS:** Prior to award to bidder, Waukesha County Purchasing Division may require submission by bidder of proof of financial stability/ability and experience in performance of similar obligations.

14. **WITHDRAWAL OF BIDS:** Bids may be withdrawn only in total, and only by a written request addressed to the Purchasing Division prior to the award of the contract. The Purchasing Division has sole discretion to grant a request for a withdrawal of bid. Partial bid withdrawal is not acceptable.

15. **AMENDMENT OF BIDS**

(a) **By County:** Bids may be amended by the Purchasing Division in response to need for further clarification, specification changes, new opening dates, etc. Amendments will be posted to the Waukesha County website (www.waukeshacounty.gov - Vendor Services). Bidders are responsible for checking this website for amendments, etc. prior to the opening date. All Amendments must be returned prior to the opening date. Bidders who do not return the amendment(s) may have their bid rejected. If you are unable to access the Internet, contact the buyer for a hard copy.

(b) **By Bidder:** Bids may only be amended after receipt by the Purchasing Division by submitting a later dated bid that specifically states that it is amending an earlier bid. No bid may be amended after bid opening. Any amended bid that conflicts with the terms and conditions stated herein will be considered a counteroffer and will be rejected (See Item 16).

(c) **Upon request of the Bidder:** If any of the terms and conditions prevent you from bidding, consideration will be given, if possible, to a bidder's request for a change. This request must be submitted to the Purchasing Division in writing five (5) business days prior to bid opening, and if granted, an amendment will be posted to the website - www.waukeshacounty.gov - vendor services.

16. **COUNTEROFFERS:** A bid response that includes terms and conditions that do not conform to, or are conflicting with the terms and conditions in the bid document and/or specifications subject the bid to rejection. Waukesha County reserves the right to permit the bidder to withdraw nonconforming or conflicting terms and conditions from its response prior to Waukesha County making award.

17. **TIE BIDS:** In the event of tie bids, award will be made in accordance with the provisions set forth in the Policies and Procedures of the Purchasing Division.

18. **APPLICABLE LAW:** Except as provided herein, Wisconsin will be the forum for all disputes.

19. **ASSIGNMENT OR SUBCONTRACT:** This contract may not be assigned by the successful bidder without the written consent of the Purchasing Division. All subcontractors must also be approved by the Purchasing Division.

20. **CONTRACT CONTINGENT UPON FUNDING:** The failure of the Waukesha County Board to appropriate funds for the performance of the contract shall void the contract.

21. **RIGHT TO ORDER WITHIN 10%:** The Purchasing Division reserves the right to order within ten percent (10%) more or less of the quantities specified in the contract.

22. **PURCHASE ORDERS:** No shipments shall be made under the contract until a Purchase Order has been received unless otherwise agreed to by the Manager of Purchasing in writing.

23. **NONDISCRIMINATION:** The successful bidder will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, marital status, sexual orientation, disability, or national origin or ancestry. This provision must be included in all subcontracts.

24. **INDEMNIFICATION AND DEFENSE OF SUITS:** The successful bidder agrees to indemnify, hold harmless,and defend Waukesha County, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful bidder, its employees, agents or subcontractors.

25. **AUDITOR ACCESS:** In the event that WAUKESHA COUNTY deems it necessary to conduct an audit or inspection, Contractor shall, during normal business hours, furnish or make available at a time designated by WAUKESHA COUNTY and in the form required by WAUKESHA COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in Contractor's custody or control.

Contractor shall provide WAUKESHA COUNTY inspectors or auditors access to all property, equipment and facilities in Contractor's custody or control. Contractor shall be expected to provide, at Contractor's expense, reasonable time by Contractor's personnel as may be required for WAUKESHA COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

26. **WAIVER:** One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

27. **DELAYS IN DELIVERY:** Delays in delivery caused by government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the Purchasing Division to be clearly and unequivocally beyond the Contractor's control will be recognized by the County. The Contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon Contractor's filing with the Purchasing Division just and true statements requesting an extension of delivery, signed by the Contractor and giving in detail all the essential circumstances which, upon verification by Waukesha County, justify such action under the provisions of this section by the Purchasing Division. THE REQUEST FOR EXTENSION MUST BE FILED WITH THE PURCHASING DIVISION NO LATER THAN SEVEN (7) CALENDAR DAYS PRIOR TO THE ACTUAL DELIVERY DATE. FAILURE TO FILE THIS REQUEST FOR DELIVERY EXTENSION SHALL RENDER THE CONTRACTOR LIABLE FOR THE DIFFERENCE BETWEEN THE "OPEN MARKET" AND THE CONTRACT PRICE, AND OTHER COSTS, AS APPLICABLE UNDER THE UNIFORM COMMERCIAL CODE.

28. **EXTENSIONS:** Agreements shall run for the period indicated subject to two one-year extensions. Option of extension, if mutually agreeable to the County and the Contractor, shall be in writing and may be exercised within sixty (60) days of the contract expiration date, or as otherwise expressed in the bid.

29. **PAYMENT FOR CONTRACT PERFORMANCE:** Upon the complete performance of this contract by the Contractor, and after the acceptance of said performance by Waukesha County, the Contractor shall be paid any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment.

30. **CONTRACT DEFAULT:** If the Contractor fails to fully and completely perform the contract within the time designated for the performance thereof, the Contractor shall pay Waukesha County, as liquidated damages for such default, any amount of any deposit or bond required by the bid. Failure to require such amounts, deposits or bonds shall not limit the remedies otherwise available to Waukesha County.

31. **NON-INTEREST OF COUNTY EMPLOYEE AND OFFICIALS:** No official or employee of Waukesha County shall have any financial interest, either direct or indirect, in the bid or contract. No official or employee of Waukesha County shall exercise any undue influence in the awarding of the bid or contract.

32. **BID RESULTS:** Bid tabulations are available to the public approximately 10 days after the opening date. Bidders may obtain information pertaining to results of bids by visiting the County Purchasing Division Monday through Friday between 8:30-11:30 AM & 1:00 - 4:00 PM. Copies of available bid tabulations can be obtained at 15 cents a page and postage costs, if applicable. Bid tabulations are also available at our website, www.waukeshacounty.gov - Vendor Services - Bid/RFP Results.

33. **FAILURE TO BID:** Failure to respond to an Invitation to Bid (submission of bid, or notice in writing that you are unable to bid, but wish to remain on the active bidder's mailing list qualifies) will be understood by the County to be a lack of interest and result in the removal of the vendor's name from the applicable bidder's list.

Signature Page

Bid Number : 0355A

34. OFFER AND ACCEPTANCE -

The proper submission of this form by the vendor will be considered as the vendor's offer to enter into a contract in accordance with the provisions herein set forth. All bids must be binding for sixty (60) calendar days from the bid opening date, unless otherwise specified in the bid.

If your bid is accepted, then this Invitation to Bid and all documents attached hereto including any amendments and any other written offers/clarifications made by the vendor and accepted by the County, will constitute the entire contract between the County and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this bid shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place upon award by the Purchasing Division, execution of a purchase order and/or this document by the proper County officials, and delivery of said document(s) to the vendor. Acceptance may be revoked at any time prior to delivery of the fully-executed contract/purchase order to the successful vendor. The contract may be amended only by written agreement by the vendor and the Purchasing Division.

CONTRACTOR: (To be signed by the person authorized to legally bind your firm to this contract)

Bidder's Firm_____

Address_____

City & State_____**Zip Code**_____

Telephone No. ( )_____

Fax No. ( )_____

E-Mail Address:_____

BY:_____

(Manual Signature Required)

Name_____

(Typed or Printed)

Title_____

Date_____

Witness to Bidder's Authorized Signature.

_____

(Manual Signature Required) **Date**

_____

(Name of Witness to be Typed or Printed)

< This section must be fully completed and witnessed in order to process your bid.

(FOR OFFICIAL COUNTY USE ONLY)

By_____

(Manager of Purchasing Waukesha County)

Date_____

NO FAX BIDS WILL BE ACCEPTED. ANY FAX BIDS RECEIVED WILL BE REJECTED.