



REQUEST FOR BID (RFB)

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

BID NUMBER	119012
BID TITLE	Snowplow Truck with Dump, Snowplow & Tailgate Salter
BID DEADLINE	January 24, 2019 2:00 p.m. (CST) Unsigned, late, faxed, or electronically mailed bids will be rejected.
SUBMIT BID TO THIS ADDRESS	CITY COUNTY BUILDING DANE COUNTY PURCHASING DIVISION 210 MARTIN LUTHER KING JR BLVD ROOM 425 MADISON, WI 53703-3345
# OF REQUIRED BID COPIES	Bidders must submit (1) original and (1) copy
DIRECT ALL INQUIRES TO	NAME Pete Patten
	TITLE Purchasing Agent
	PHONE # 608-267-3523
	EMAIL patten.peter@countyofdane.com
	WEB SITE www.danepurchasing.com
DATE BID ISSUED: December 18, 2018	

BID SUBMISSION CHECKLIST

Read Entire Bid Document

Completed Bid Packet (stapled)

- Section 2 – Vendor Information
- Section 3 – Bid Specifications
- Section 4 – Price Proposal
- Section 5 – Standard Terms and Conditions

Bid Packets: (1) original and (1) copy

Sealed envelope/package containing bid packets and labeled with:

Vendor Name

Bid Number

Bid Deadline Date/Time

Up-to-date Vendor Registration

PROPOSALS MUST BE DATE/TIME STAMPED BY A DANE COUNTY ADMINISTRATION STAFF MEMBER

Section 1 – General Bid Guidelines

1. Introduction

Dane County invites and will accept bids for item(s) outlined within this bid. The County as represented by Purchasing Division, intends to use the results of this process to purchase goods or services here within.

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 Purchasing Agent 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 bid, addenda and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com. Bidders are responsible to regularly monitor the web site for any such postings. It is recommended to check the website for addenda prior to submitting a proposal. Bidders must acknowledge the receipt/review of any addenda on the Vendor Information page.

The Purchasing Division has the sole authority for modifications to specifications and/or this bid document.

4. Vendor Registration Program:

All bidders are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for bids issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the bid submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Vendor Log In.

5. Local Purchasing Preference:

Under Dane County Ordinance 25.08(11)(c-e), a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor may be invited to match the low bid if the low bid is offered by a vendor that is not identified as a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor according to Dane County Ordinance requirements.

Locally Based and Owned Vendor Criteria

- 1. Your business or corporate headquarters is physically located in Dane County and;
- 2. Your business owners or shareholders totaling more than 50% of ownership live in Dane County and;
- 3. Your business is registered and authorized to do business in the State of Wisconsin.

Locally Operated Vendor Criteria

- 1. Your business is registered and authorized to do business in the State of Wisconsin and;
- 2. Your business has an established place of business within Dane County.
 - o A post office box address does not qualify a vendor as a Locally Operated Vendor.

Non-Locally Operated Vendor Criteria

- 1. Your business is registered and authorized to do business in the State of Wisconsin and;
- 2. Your business has an established place of business in one of the following Wisconsin Counties: Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
 - o A post office box address does not qualify a vendor as a Non-Locally Operated Vendor.

Local Purchasing Preference Order of Events:

Locally Based and Owned Vendors:

- 1. When bids are reviewed, the County will determine if a Locally Based and Owned Vendor responding to the bid is the low bidder. If a Locally Based and Owned Vendor is the low bidder, they will be awarded the bid.
- 2. If a Locally Based and Owned Vendor is not the low bidder but is within 15% of the low bid, the County will contact the Locally Based and Owned Vendor and provide that vendor the option of matching the low bid price.
- 3. If no Locally Based and Owned Vendors are among the responding bidders, or the Locally Based and Owned Vendor declines to match the low bid, then the County will determine if a Locally Operated Vendor has responded to the bid.

Locally Operated Vendors:

- 4. If a Locally Operated Vendor is within 10% of the low bid, the County will contact the Locally Operated Vendor and provide that vendor the option of matching the low bid price.
- 5. If no Locally Operated Vendors are among the responding bidders, or the Locally Operated Vendor declines to match the low bid, then the County will determine if a Non-Locally Operated Vendor has responded to the bid.

Non-Locally Operated Vendors:

- 6. If a Non-Locally Operated Vendor is within 5% of the low bid, the County will contact the Non-Locally Operated Vendor and provide that vendor the option of matching the low bid price.
- 7. If no Non-Locally Operated Vendors are among the responding bidders, or the Non-Locally Operated Vendor declines to match the low bid, then the County will award the bid to the low bidder without regard to the location of the vendor.

6. Local Content Preference:

Under Dane County Ordinance 25.08(4)(f-j), bidders offering goods made in Dane County, its surrounding counties, or the State of Wisconsin receive a price preference on sealed bid solicitations. Bids are first evaluated to determine if any bidders are offering products that qualify as Dane County-Made Goods, Regionally-Made Goods, or Wisconsin-Made Goods.

Dane County Made Criteria

- 1. An article that is manufactured, mined, produced or grown in Dane County and;
- 2. Over 50% of the total cost of its components are made in Dane County.
 - o “Component”, as referenced above, means an article, materials, or supply incorporated directly into a finished product.

Regionally Made Criteria

- 1. An article that is manufactured, mined, produced or grown in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk and;
- 2. Over 50% of the total cost of its components are made in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
 - o “Component”, as referenced above, means an article, materials, or supply incorporated directly into a finished product.

Wisconsin Made Criteria

- 1. An article that is manufactured, mined, produced or grown in the State of Wisconsin and;
- 2. Over 50% of the total cost of its components are made in the State of Wisconsin.
 - o “Component”, as referenced above, means an article, materials, or supply incorporated directly into a finished product.

A bidder offering Dane County-Made Goods will be considered the successful bidder if their price is up to 15% higher than the low bid for goods that are not Dane County-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Regionally-Made Goods. If so, then such a bidder will be considered successful if their price is up to 12.5% higher than the low bid for goods that are not Regionally-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Wisconsin-Made Goods. If so, the such bidder will be considered successful if their price is up to 10% higher than the low bid for goods that are not Wisconsin-Made Goods. If no vendors are offering Dane County-Made, Regionally-Made, or Wisconsin-Made Goods, then the County will evaluate the low bid without regard to the content of the goods.

7. Pricing:

The price quoted shall include all labor, materials, equipment, shipping, and other costs. All prices and conditions outlined in the bid shall remain fixed.

8. Bid Submission and Acceptance:

Bids must be received by the Dane County Purchasing Division by the specified date and time stated on the cover page. All proposals must be time-stamped in by a Dane County Purchasing or Administration staff member. Bids not so stamped will not be accepted.

Unsigned, late, faxed, or electronically mailed bids will be rejected.

Vendors must submit an original and the required number of copies of all bid materials required for acceptance as instructed on the cover page of the bid.

Multiple bids from a vendor will be permissible, however, each proposal must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid# 1, Bid# 2, etc.

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.

9. Cooperative Purchasing

Participating in cooperative purchasing gives vendors opportunities for additional sales without additional bidding. Municipalities and state agencies use cooperative purchasing to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing municipalities and state agencies to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

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 in this solicitation.

Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid.

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any subcontractor’s performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

11. 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. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment shall be submitted to the bill to address and/or County Representative listed on the Dane County purchase order. The Dane County purchase order number must be noted on the submitted invoice.

Other incidental or standard industry charges not identified herein, are not allowed under this contract. Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These charges include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

12. Permits and Licenses:

The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.

Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

13. Satisfactory Work:

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

14. 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.

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. Dane County Sustainability Principles:

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government’s contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government’s contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government’s contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government’s contribution to conditions that undermine people’s ability to meet their basic human needs.

17. Fair Labor Practices:

Dane County Ord. 25.09 (1) 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 indicate that you have been found by the NLRB or WERC to have such a violation on the Vendor Information page, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Additional information about the NLRB and WERC can be found using the following links: www.nlr.gov and <http://werc.wi.gov>.

VENDOR INFORMATION

VENDOR NAME:

Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address			
City		County	
State		Zip+4	
Vendor Rep. Name		Telephone	
Title			
Email			
Dane County Vendor #			

Local Vendor Preference (Reference General Guidelines #5)	
Locally Based & Owned Vendor	<input type="checkbox"/>
Locally Operated Vendor	<input type="checkbox"/>
Non-Locally Operated Vendor	<input type="checkbox"/>
No Preference	<input type="checkbox"/>

Local Content Vendor Preference (Reference General Guidelines #6)	
Dane County-Made	<input type="checkbox"/>
Regionally-Made	<input type="checkbox"/>
Wisconsin-Made	<input type="checkbox"/>
No Preference	<input type="checkbox"/>

Cooperative Purchasing (Reference General Guidelines #9)	
<input type="checkbox"/>	I <u>agree</u> to furnish the commodities or services of this bid to municipalities and state agencies.
<input type="checkbox"/>	I <u>do not agree</u> to furnish the commodities or services of this bid to municipalities and state agencies.

Fair Labor Practice Certification (Reference General Guidelines #17)	
<input type="checkbox"/>	Vendor has 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 bid submission is signed.
<input type="checkbox"/>	Vendor has 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 bid submission is signed.

Addenda – we hereby acknowledge receipt, review and use of the following addenda, if applicable.				
Addendum #1 <input type="checkbox"/>	Addendum #2 <input type="checkbox"/>	Addendum #3 <input type="checkbox"/>	Addendum #4 <input type="checkbox"/>	None <input type="checkbox"/>

Signature Affidavit	
<p>In signing this bid, we 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.</p> <p>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.</p>	
Signature	Title
Name (Printed)	Date

BID AND SPECIFICATION OVERVIEW

Dane County as represented by the Purchasing Division will accept bids for the purchase of specified item(s) as described within this document.

Specification Compliance: Bidder shall complete every space in the area provided with either a check mark to indicate the item being bid is exactly as specified (**Yes**), or deviates from bid specification (**No**). Any deviation from the minimum specifications stated herein must be identified in detail in the Specifications Deviations section of the bid 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 product. Minor variations in specification may be accepted if, in the opinion of County staff, they do not adversely affect the quality, maintenance or performance of the item(s). Dane County reserves the right to accept or reject any and all bids, to waive informalities and to choose the bid that best meets the specifications and needs of the County.

If a bid spec is incorrect or needs to be revised, it is beneficial to contact Dane County Purchasing prior to the bid deadline to discuss. Minor revisions can be listed within the deviations section of the bid specifications but shall be explained thoroughly. (ie: a certain package changes or additional wiring is needed now due to a spec that Dane County desires)

BID SPECIFICATIONS**2019 OR NEWER FORD F-550 SUPER DUTY – GVWR ≤ 19,500**

Item #	Description	Spec Compliance	
		YES	NO
POWERTRAIN/CHASSIS			
1	Regular Cab		
2	Diesel		
3	Minimum 6.71 OHV 32 valve		
4	Intercooled turbo V-8 engine with diesel direct injection		
5	Minimum 330 HP. @ 2,600 RPM		
6	Engine block heater		
7	Dual alternator type		
8	Dual maintenance free battery with run down protection		
9	750 Cold cranking amp batteries		
10	Torg-shift 6 speed automatic transmission (include select shift, tow/haul mode and B20 capability. Must be equipped with PTO provision for live hydraulics		
11	Limited slip with 4.30 axle ratio		
12	4 Wheel drive with auto locking hub control 4x4 electronic shift on the fly		
13	Exhaust to be stainless steel		
14	Engine retarder		
15	Wheel base 168"		
16	Cab to axle 60"		
WHEELS/TIRES		YES	NO
17	Front wheels 19.5" diameter 6" width		
18	Dual rear wheels 19.5" diameter 6" width		
19	Spare tire and wheel (match the others)		
20	Steel front wheels argnet painted steel		
21	Tires front/rear 225/70Rx19.5" BSW all terrain		
SEATING/FLOORING		YES	NO
22	3 Passenger		
23	Front seat split bench 40-20-40		
24	Driver seat manual 4 way direction control with manual reclining and manual lumbar		
25	Passenger seat manual 4 way direction control with manual reclining and manual lumbar		
26	Front head restraint manual/adjustable		
27	Center front armrest with storage		
28	Front seats to be vinyl		
29	Floor area to be vinyl		
30	Weather Tech molded floor mats for driver and passenger sides		

Section 3 – Bid Specifications – Submit with Bid

Item #	Description	Spec Compliance	
		YES	NO
	DRIVABILITY		
31	4 Wheel ABS brakes		
32	4 Wheel disc brakes		
33	Firm suspension control		
34	Front suspension mono beam non independent		
35	Front springs to be coil type		
36	HD front shocks		
37	Rear suspension rigid axle, anti roll bar regular		
38	Leaf rear springs		
39	HD rear shocks		
40	Steering/hydraulic power-assist, recirculating ball		
41	Steering spec 2 of front wheels		
	INTERIOR	YES	NO
42	XL value package		
43	Heat/defroster/AC with under seat ducts		
44	AM/FM stereo/MP3		
45	SYNC with communications & entertainment system		
46	6 regular speakers		
47	Fixed audio antenna		
48	LCD monitors		
49	Cruise control/with steering wheel controls		
50	Retained accessory power		
51	2-12V DC power outlets		
52	110V/400W outlet dash mounted		
53	Power door locks with 2 stage unlock with key fob (2 total)		
54	Two (2) valet keys that operate doors and ignition		
55	Analog instrument display		
56	Instrumentation gauges to include: Tachometer, turbo super charger boost, engine hour meter, engine temperature, transmission fluid temperature		
57	Instrumentation displays to include: clock in radio display, systems monitor, exterior temperature		
58	Instrumentation warnings to include: oil pressure, battery key door ajar, brake fluid, engine temperature, lights on, low fuel, service interval		
59	Instrumentation feature, trip computer and trip odometer		
60	Up fitter switches		
61	Steering wheel urethane covered, tilting and telescoping		
62	Power window front driver and passenger one touch down and one touch up		
63	Lightly tinted windows		
64	Front windshield wipers with variable intermittent		
65	Rear windshield fixed		
66	Driver/passenger visors		
67	Rearview mirror auto dimming		

Section 3 – Bid Specifications – Submit with Bid

Item #	Description	Spec Compliance	
		YES	NO
	INTERIOR(CONTINUED)		
68	Full headliner cloth coverage		
69	Full floor trim coverage vinyl		
70	Dome light with fade, illuminated entry, front reading and variable IP lighting		
71	Gear shift knob covered with urethane with chrome interior accents		
72	Full overhead console storage		
73	Passenger and driver bin storage, illuminated glove box, front beverage holders, door bins and instrument panel bin		
74	Rear back up camera with view in the dash/radio display		
	EXTERIOR	YES	NO
75	Front license plate bracket		
76	Skid plates		
77	Side impact beams		
78	Side steps for the cab		
79	Chrome bumper		
80	Power/Heated/telescoping mirrors driver		
81	Power/Heated/telescoping mirrors passenger		
	TRUCK COLORS	YES	NO
82	Exterior-Forest green		
83	Interior-Medium earth gray		
	TRAILERING/TOWING	YES	NO
84	High capacity trailer tow package		
85	Brake controller		
	WARRANTY	YES	NO
86	Basic 36,000 miles/36 months		
87	Powertrain 60,000 miles/60 months		
88	Corrosion perforation unlimited miles/60 months		
89	Roadside assistance 60,000 miles/60 months		
	SERVICE MANUALS/CHECKS	YES	NO
90	Complete set- operators manual, service manual for engine, transmission and chassis to include electrical schematics		
91	Front end alignment performed and set after body is installed		

Truck to be sent from dealership to equipment/body vendor upon delivery from manufacturer.

BID SPECIFICATIONS SNOWPLOW

Item #	Description	Spec Compliance	
		YES	NO
	BOSS 10' VEE-DXT SNOW PLOW-DUAL DRIP		
92	120" wide moldboard in the straight position		
93	Flared 35" intake/45" discharge tapered 11 gauge steel moldboards		
94	Eight (8) vertical ribs with two (2) diagonal braces		
95	Dual trip moldboard design-both trip edge and full trip design		
96	Six trip springs-trip edge portion of moldboard		
97	Full moldboard trip has four extension trips springs		
98	Boss factory joystick control mounted next to the spreader control by removing the head rest from the center console on the seat		
99	2" x 10" smartlock angle cylinders		
100	2 ¼" x 1 1/8" x 12" lift cylinder- NO CHAIN LIFT		
101	Smart hitch 2 mounting system		
102	When the plow is removed from truck-only the plow undercarriage remains on the truck		
103	Plow to be operated from joystick control console mounted		
104	Factory plow hydraulic valves to operate the plow		
105	SL3 LED head light system with ice shield technology and has built in turn signals-headlights have a full heated lenses		
106	Plow is powered by chassis mounted central hydraulic system		
107	Plow to be powder coated red		
108	Plow moldboard to have a rubber snow deflector installed		
109	½" x 6" long lasting durable base angle with built in curb guards		
110	One factory hardox cutting edge kit supplied with the plow		

BID SPECIFICATIONS
TAILGATE SALTER/SPREADER

Item #	Description	Spec Compliance	
		YES	NO
	6" UNDER TAILGATE SPREADER		
111	6" one-way flight auger spreader		
112	201 stainless steel construction		
113	7 gauge stainless steel trough minimum		
114	¼" stainless steel end plates minimum		
115	Full opening top and bottom		
116	Tailgate shields installed inside tailgate-bolted on		
117	Self leveling spinner assembly with out stabilizer rods-stain steel		
118	Spinner motor to have extended shaft to accommodate "seal saver" poly spacer to allow a web of grease on motor shaft-extends life of seals		
119	18" Poly spinner with stainless steel assembly		
120	Single horizontal pin quick attach brackets bolted to rear corner posts-must use all stainless steel hardware		
121	Stainless steel spreader support arm mounted to spreader and rear post of the dump body		
122	Hydraulic interlock plumbed through auger motor		
	ELECTRIC SPREADER CONTROL-FORCE 3100 SERIES	YES	NO
123	Electric spreader control mounted within reach of driver		
124	Manual and open lop capabilities (granular and pre-wet)		
125	Selectable groundspeed trigger or manual operation		
126	Calibration and configuration settings through control dials		
127	Timed and momentary blast feature		
128	Infinite controls for auger and for spinner		
129	Color coded and labeled cables for ease of troubleshooting		
130	To be mounted through the heads rest mounts in the center console for the ease of operation for the driver		

BID SPECIFICATIONS

DUMP BODY

Item #	Description	Spec Compliance	
		YES	NO
	STAINLESS STEEL DUMP BODY		
131	9' Inside body length		
132	Stainless steel construction throughout and be 201 grade #4 brushed		
133	3.2 to 4.3 yard capacity		
134	Inside width to be 87"X96" outside width		
135	Side wall height to be 16" high and be smooth in load space		
136	Tailgate height to be 22" high		
137	Side, front and bulkhead to be 201 grade #4 brushed stainless steel		
138	Side walls are 12 gauge single panel and have no horizontal welds		
139	Fold down sides with single lever release and "Slam" style latch		
140	Fold down side hinges to be stainless steel pins and greaseable		
141	No intermediate vertical posts on sides or tailgate		
142	Floor to be 3/16" AR400 steel floor minimum		
143	No Cross member understructure (no cross members)		
144	8" high trapezoidal design long sills are stainless steel		
145	Tailgate to be 10 gauge double acting		
146	Tailgate to be a quick drop design with single lever release		
147	Tailgate upper pin plates to be adjustable-bolt on design		
148	One piece front wall is 10 gauge with integral tapered cab shield with flame cut window. (No weld-on cab shields accepted)		
149	Tailgate must be flush with floor when in the down position		
150	Tailgate latching hardware to all be stainless steel		
151	Rear corner posts to be dirt shedding design (not flat on top)		
152	Back up alarm-97 DB minimum		
153	Body Mounted rubber flaps ahead of rear wheels with stay-put brackets		
154	Rubber rear flaps mounted behind tires with stay-put brackets		
155	Body to be completely undercoated		
156	Tailgate chains to be protected with nylon hose protector		
157	Stainless steel spring loaded shovel holder installed on the center board support (driver side)		

Section 3 – Bid Specifications – Submit with Bid

Item #	Description	Spec Compliance	
		YES	NO
	STAINLESS STEEL DUMP BODY (continued)		
158	2"X6" black poly side boards-solid core boards-stainless steel mounting hardware at front, mid body and rear board supports		
159	Cougar brand DC-1100 electric vibrator with dash mounted momentary switch-location to be determined at pre-build meeting		
160	Clearance lights to be the new "bullet" style lights		
161	All lighting to meet FMVSS108		
162	Underbody angle iron for tie down straps(determined at pre-build meeting)		
163	Body to be manufactured in USA		
164	Rear backup camera (position of camera to be determined at pre-build)		
	DUMP BODY - HOIST	YES	NO
165	Full sub frame style hoist		
166	NTEA performance class "D" rating		
167	Double acting hoist-power up and power down		
168	6" cylinder bore X 15" stroke		
169	2" cylinder shaft diameter-chromed shaft		
170	Internal bypass to protect cylinder from damage of overload		
171	4-1/2" X 3/16" A1011 formed steel sub frame-full length		
172	Rear hinge pads are to be the platform design		
173	Fully greaseable rear hinge with removable hinge pins		
174	Body prop to support empty body weight		
175	Hydraulic power source from PTO mounted hydraulic system		
176	8 ton minimum lifting capacity (Based on 2000 PSI)		
177	Hoist manufactured in the USA		
178	Hoist Control - Dash mounted momentary switch-to the left of steering column		

Section 3 – Bid Specifications – Submit with Bid

Item #	Description	Spec Compliance	
		YES	NO
	DUMP BODY - HYDRAULIC SYSTEM		
179	Clutch shift transmission mounted PTO will be Muncie FR6Q series		
180	PTO must be the Muncie “quiet series” design		
181	Hydraulic gear pump directly coupled to PTO		
182	Pump is rated at 12.5 gallons per minute at 1250 engine RPM		
183	Activation of the PTO is provided through factory ceiling mounted upfitter switch and is clearly labeled		
	DUMP BODY - HYDRAULIC HOSE AND FITTINGS	YES	NO
184	All hoses and fittings to complete the hydraulic system		
185	All hoses are to have swivel ends to simplify		
186	Stainless steel lines for long runs to the rear of the spreader with sort whip hoses to spinner and auger manifolds		
187	Rear Spreader manifold to be installed under rear corner posts on each side of the body		
188	Two hoses to the front to operate Boss Vee Plow through the front bumper		
189	All hoses are to be secured every 12” with hose clamps		
190	Quick disconnects at all spreader hose ends		
191	All quick disconnects to have male and female dust covers		
	DUMP BODY - HYDRAULIC SYSTEM - RESERVOIR VALVE ENCLOSURE COMBO-STAINLESS STEEL	YES	NO
192	13 Gallon capacity		
193	Frame mounted on the drivers side		
194	In-tank filtration with condition gauge		
195	External combination level/temperature gauge		
196	Screen in filler neck and screen in suction outlet		
197	Valve plate to mount the hydraulic valve		
198	Removable lid for ease of servicing		
199	Valve enclosure is to keep the valves out of weather		
200	Bare stainless steel finish		
	DUMP BODY - HYDRAULIC SYSTEM - VALVE	YES	NO
201	Manifold design mounted in valve enclosure		
202	Hoist section to be double acting with 800 PSI relief on lower port		
203	Priority flow to plow function while spreader is operating		
204	Auger cartridge to be 9 GPM		
205	Spinner cartridge to be 5 GPM		
206	Pressure relief valve set at 2500 PSI		
207	4000 PSI pressure gauge mounted on valve		
208	Valve hose connections to come out bottom of enclosure		
209	DIN harness ends with tell tale lights for diagnosing/servicing system		

BID SPECIFICATIONS
OTHER ACCESSORIES / UPFITS

Item #	Description	Spec Compliance	
		YES	NO
	LIGHTING AND ELECTRICAL		
210	Maxxima LED stop/turn/tail lights installed on the rear posts-one on each side-surface mounted lights (NO OVAL CUT OUTS IN POST)		
211	Whelen LED VTX609A warning lights surface mounted on the rear posts of the dump body with chrome light surround		
212	Whelen LED VTX609A warning lights surface mounted on the front grill with black surround-separate switch than body strobes		
213	Whelen LED mini light bar mounted on the cab shield with stainless steel brush guard and mounting bracket		
214	All body lights to be LED		
215	Tail lights at the rear of the truck to be LED		
216	One LED 2000 lumen spinner light installed on the spreader with weather pack connectors-removes with spreader		
217	Two (2) 2000 lumen backup/work lights installed on spreader with weather pack connectors-one mounted on each side		
218	Spinner light and back-up/work lights wired to same switch		
219	All lights and reflectors to meet FMVSS 108 standards		
220	Body wiring harness to be one piece design and all wiring to be soldered and with heat shrinking -NO SCOTCH LOCKS		
221	All body wiring to run through a junction box mounted at the rear of the truck		
222	Factory upfitter switches and are key hot for the PTO/pump, strobes, plow lights and spreader lights		
223	Plow lights are wired through factory switch panel		
	REAR HITCH	YES	NO
224	5/8" steel plate-bolted to the rear truck frame-no weld on style		
225	Heavy duty 2 1/2" receiver tube with 2" reducer		
226	Buyers 2 1/2" adjustable pintle hook mount 16,000 lbs. M.G.T.W		
227	Heavy duty swivel style "D" rings for safety chains		
228	Build in under ride protection ICC bumper		
229	Powder coated black		
230	7-Way RV style plug and 4-Way flat plug		
231	6-round trailer plug		
232	Trailer plugs to be wired through a junction box that is easy to access and water tight		

Section 3 – Bid Specifications – Submit with Bid

Item #	Description	Spec Compliance	
		YES	NO
	EQUIPMENT OPTIONS: TO BE PRICED SEPARATELY		
233	Roll tarp mounted to back side of front bulk head and have a mesh tarp-tarp rod to lock into built in holders on rear posts		
234	30" x 18" x 18" tool box - passenger side frame mount		
	PRE-ORDER AND PRE-BUILD MEETINGS	YES	NO
235	Upon award, the truck dealership and equipment/body vendor will meet with Dane County Parks Department to review the desired design, specs, equipment, and build.		
236	Upon the truck arriving to the equipment/body vendor, the equipment/body vendor will meet with Dane County Parks Department to review the design and build per the specs within this bid.		
237	Upon completion of upfitting from equipment/body vendor, a final walk-thru will be provided to the Dane County Parks to ensure all bid specifications have been met. The vehicle will be considered complete and can be invoiced upon acceptance of the final walk-thru.		

PRICE PROPOSAL	
VENDOR NAME:	

Pricing shall be inclusive of all labor, delivery costs and other expenses necessary to provide product in accordance with the specifications and terms and conditions of this bid document and your proposal.

Finished vehicle to be delivered to:
 Dane County Land and Water/Parks
 4318 Robertson Road
 Madison, WI 53714

2019 OR NEWER FORD F-550 SUPER DUTY WITH DUMP/SNOWPLOW/SALTER-SPREADER IN ACCORDANCE WITH THE BID SPECIFICATIONS PROVIDED

Price	\$
Optional Equipment - Spec 233 Roll Tarp	\$
Optional Equipment - Spec 234 Tool Box	\$

Year/Make/Model	
Deviations?	
Warranty?	
Nearest Service/Parts Vendor	
Service/Parts Vendor Address	
Delivery Days ARO (completed per bid specifications)	

Equipment/Body Vendor	
Project Contact	
Project Contact Phone #	
Project Contact Email	

The vehicle will be considered complete and can be invoiced to Dane County Parks upon acceptance of the final walk-thru. Any issues found during the final walk-thru must be resolved prior to the final invoice being sent.

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 4/2018

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division 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 bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the

Section 5 – Standard Terms and Conditions – Submit with Bid

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.

20.0 INDEMNIFICATION & INSURANCE.

20.1 Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply

Section 5 – Standard Terms and Conditions – Submit with Bid

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 vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability.

vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, 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 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 professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that 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 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 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 vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not

Section 5 – Standard Terms and Conditions – Submit with Bid

release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually

borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-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.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor 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 Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.