



# REQUEST FOR BID (RFB)

## DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

<b>BID NUMBER</b>	<b>118024</b>
<b>BID TITLE</b>	<b>Landfill Compactor</b>
<b>BID DEADLINE</b>	<b>March 27, 2018 2:00 p.m. (CST)</b>  Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.
<b>SUBMIT BID TO THIS ADDRESS</b>	CITY COUNTY BUILDING DANE COUNTY PURCHASING DIVISION 210 MARTIN LUTHER KING JR BLVD ROOM 425 MADISON, WI 53703-3345
<b># OF REQUIRED BID COPIES</b>	Bidders must submit (1) original and (1) copy
<b>DIRECT ALL INQUIRES TO</b>	<b>NAME</b>   Pete Patten
	<b>TITLE</b>   Purchasing Agent
	<b>PHONE #</b>   608-267-3523
	<b>EMAIL</b>   patten.peter@countyofdane.com
	<b>WEB SITE</b>   <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
<b>DATE BID ISSUED:</b> February 28, 2018	

Revised 02/2018

### BID SUBMISSION CHECKLIST

**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 item(s).

**2. Clarification/Questions:**

Any questions concerning this bid must be submitted in writing by mail, fax or email at least five working days prior to the bid deadline. Requests submitted after that time will not be considered. All inquiries must be directed to the person indicated on the cover page.

**3. Addendums:**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this bid, addenda and/or supplements will be posted on the Purchasing Division web site at [www.danepurchasing.com](http://www.danepurchasing.com). Bidders are reminded to regularly monitor the web site for any such postings. Bidders must acknowledge the receipt/review of any addenda on the Cover Page, Vendor Information and Signature Affidavit page.

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

**4. Vendor Registration Program:**

All bidders wishing to submit a bid proposal must be a paid registered vendor with Dane County. The registration fee is \$20 and is valid for one year from the date last paid. Your completed vendor registration must be received for your bid to be considered for an award. Failure to comply with this provision may result in rejection of your bid proposal.

Payment can be made via credit card on-line through your vendor registration account, by check in the mail or in person at the Purchasing Division office. If paying by check, make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line. Once paid, the annual registration fee is valid for one year.

For Non-Registered Vendors:

Complete vendor registration by visiting [www.danepurchasing.com](http://www.danepurchasing.com). On the top menu bar, click Vendor Registration and then click Create Vendor Account. The registration process includes paying the annual registration fee of \$20. 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 and annual registration fee is up-to-date by signing into your account at [www.danepurchasing.com](http://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.

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. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense. All prices, costs, 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 time state 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.

Late bids, faxed bids, electronically mailed bids or unsigned 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 use the service 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 (20, Wis. Stats.

Under Section 2 – Vendor Information, you will have the opportunity to participate in allowing other municipalities 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 elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

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 must be submitted in accordance with instructions contained on the purchase order.

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

Additional information can be found using the following links: [www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

**COVER PAGE, VENDOR INFORMATION  
AND SIGNATURE AFFIDAVIT**

**VENDOR NAME:**

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

Local Vendor Preference (Check only 1)	
<b>Locally Based &amp; Owned Vendor</b>	<input type="checkbox"/>
<b>Locally Operated Vendor</b>	<input type="checkbox"/>
<b>Non-Locally Operated Vendor</b>	<input type="checkbox"/>
<b>No Preference</b>	<input type="checkbox"/>

Local Content Vendor Preference	
<b>Dane County-Made</b>	<input type="checkbox"/>
<b>Regionally-Made</b>	<input type="checkbox"/>
<b>Wisconsin-Made</b>	<input type="checkbox"/>
<b>No Preference</b>	<input type="checkbox"/>

Fair Labor Practice Certification (check only 1)	
<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.

Cooperative Purchasing	
<input type="checkbox"/>	I <u>agree</u> to furnish the commodities or services of this bid to Wisconsin municipalities.
<input type="checkbox"/>	I <u>do not agree</u> to furnish the commodities or services of this bid to Wisconsin municipalities.

Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any.				
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>			
<b>Signature</b>		<b>Title</b>	
<b>Name (Printed)</b>		<b>Date</b>	

## 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 spec item that states “**Specify**” with a (\*) at the end indicates where a written response is being requested. 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.

The specifications below are minimum standards. The unit shall be the manufacturer’s heaviest duty current production model, meeting or exceeding these specifications. All items and components must be of a standard production model and not modified for bid purposes.

The bidder must be a manufacturer or authorized dealer bidding on regularly manufactured equipment of this type. A bid will not be considered if the bidder has failed to show, without a doubt, that the bid is for regularly manufactured equipment, tried, proven and in current use.

**Used Equipment Inspection:**

To inspect the used 2015 Bomag Compactor, please contact Paul Howard at 608-444-7826.

**BID SPECIFICATIONS**  
**Landfill Compactor**

#	Description	Spec Comply	
		Yes	No
<b>#</b>	<b>COMPACTOR YEAR AND MODEL</b>		
<b>1</b>	One (1) new current year and model production Sanitary Landfill Compactor with spreader blade.		
	Specify Year*		
	Specify Manufacturer*		
	Specify Model*		
<b>#</b>	<b>OPERATING WEIGHT</b>	<b>Yes</b>	<b>No</b>
<b>2</b>	115,000 lbs. minimum (includes ROPS cab, and other accessories)		
<b>3</b>	Specify operating weight*		
<b>#</b>	<b>ENGINE</b>	<b>Yes</b>	<b>No</b>
<b>4</b>	Diesel		
<b>5</b>	Net Flywheel Horsepower (SAE) - 450 minimum		
<b>6</b>	Water Cooled		
<b>7</b>	Air Intake Pre-Cleaner		
<b>8</b>	Engine Coolant heater or oil pan heater - 1,000 watt minimum		
<b>9</b>	Fuel Heater		
<b>10</b>	Low temp starting package with ether starting aid		
<b>11</b>	Power Reversible Fans		
<b>12</b>	Specify what tier (Tier 3, Tier 4, etc.)*		
<b>13</b>	If tier 4, indicate emission-controls system (EGR, SCR, etc.)*		
<b>#</b>	<b>TRANSMISSION</b>	<b>Yes</b>	<b>No</b>
<b>14</b>	All wheel drive		
<b>15</b>	Option 1 - no-spin differentials		
<b>16</b>	Option 2 - hydrostatic all-wheel drive		
<b>17</b>	Specify Transmission Make*		
<b>18</b>	Specify Transmission Model*		
<b>#</b>	<b>STEERING</b>	<b>Yes</b>	<b>No</b>
<b>19</b>	Articulated Frame		
<b>20</b>	Power Steering (Required)		
<b>21</b>	Turning Radius - Minimum of 24 feet		
<b>22</b>	Specify Turning Radius*		



**Section 3 – Bid Specifications – Submit with Bid**

	Description	Spec Comply	
<b>#</b>	<b>SERVICE REFILL CAPACITIES</b>	<b>Specify</b>	
23	Fuel Tank Capacity*		gal
24	Cooling System Capacity*		gal
25	Transmission System Capacity*		gal
26	Crankcase Capacity*		gal
27	Front Differential Capacity*		gal
28	Rear Differential Capacity*		gal
29	Hydraulic System Capacity*		gal
30	Engine Oil Capacity*		gal
31	Engine Oil Type/Grade*		
32	Specify if Regular or Synthetic Oil is Required*		
<b>#</b>	<b>REQUIRED GAUGES</b>	<b>Yes</b>	<b>No</b>
33	Ammeter or Volt Meter		
34	Engine Oil Pressure		
35	Coolant Temperature		
36	Transmission Oil Temperature		
37	Transmission Oil Pressure		
38	Tachometer or Governor Controlled		
39	Fuel		
40	Air Pressure		
41	Electric Hour Meter		
<b>#</b>	<b>CLEARANCE</b>	<b>Specify</b>	
42	Specify Overall Height including Cab*	ft.	inches
43	Specify Ground Clearance*		inches
<b>#</b>	<b>SHIELDING AND PROTECTION</b>	<b>Yes</b>	<b>No</b>
44	Landfill Attachments and Shielding		
45	All Belly Pans Hydraulically Controlled		
46	Armor Wrapped Hydraulic Lines where wear may occur		
<b>#</b>	<b>CAB</b>	<b>Yes</b>	<b>No</b>
47	ROPS cab		
48	Sound Suppressed to meet OSHA and MSHA standards		
49	Heater and Air Conditioner with Window Defrosters		
50	Windshield Wipers-Electric with Washers Front & Rear		
51	Tinted Glass		
52	Heated Outside Mounted Rear View Mirrors (Left & Right)		

**Section 3 – Bid Specifications – Submit with Bid**

	Description	Spec Comply	
<b>#</b>	<b>CAB (continued)</b>	<b>Yes</b>	<b>No</b>
53	Backup Alarm		
54	Lighting System (Front & Rear)		
55	Dome Light		
56	Bostrom Air Viking Seat or Equal		
57	Fire Extinguisher Mounted in Cab		
58	Seat Belts		
59	Ether Starting Aid		
60	AM/FM Radio		
61	Air Horns		
62	Tool Box		
63	Vandalism Package		
64	Color Camera System for Backing Up and Radar System		
<b>#</b>	<b>BLADE</b>	<b>Yes</b>	<b>No</b>
65	17' Wide		
66	6' See-Thru Design		
67	3' Ground Clearance		
68	1' depth of cut		
69	Replaceable Cutting Edges		
70	Pull Hook Required		
71	Can a Semi-U Shaped Blade be provided?		
<b>#</b>	<b>COMPACTOR WHEELS</b>	<b>Yes</b>	<b>No</b>
72	Replacement Teeth 10,000 Hour Warranty		
73	Specify Estimated Wear Life for Rated Capacity*		
74	Specify Effective Coverage Per Pass*		
75	Wheel Wire Cutters to Protect from Wrap on Wheels		
76	Cleaner Bars Front & Rear		
<b>#</b>	<b>LUBRICATION SYSTEM</b>	<b>Yes</b>	<b>No</b>
77	Total Machine Lubrication System is Required - Shall be Lincoln or Equal		
78	Specify Total Machine Lubrication System type*		
<b>#</b>	<b>FIRE EXTINGUISHER</b>	<b>Yes</b>	<b>No</b>
79	10 lbs. Mounted in Cab		
80	Built-in Fire Suppression System Required- Shall be Ansul or Equal		
81	Specify built-in fire suppression system type*		
<b>#</b>	<b>CAPACITY</b>	<b>Specify</b>	
82	Specify Approximate Tons per Day Pushing and Compacting (8 - hour day)*		tons

**Section 3 – Bid Specifications – Submit with Bid**

	Description	Spec Comply	
<b>#</b>	<b>FUEL CONSUMPTION</b>	<b>Yes</b>	<b>No</b>
<b>83</b>	Specify Fuel Consumption for stated capacity (tons per day)*		tons/day
<b>84</b>	Fuel Heater Cab		
<b>#</b>	<b>DENSITY</b>	<b>Specify</b>	
<b>85</b>	Specify the Estimated Density of Solid Waste with Three Passes*		#/yd
<b>#</b>	<b>MANUALS</b>	<b>Yes</b>	<b>No</b>
<b>86</b>	2 operators manuals - paper copy		
<b>87</b>	1 shop manual - paper copy		
<b>88</b>	1 repair parts manual - paper copy		
<b>#</b>	<b>TRAINING</b>		
<b>89</b>	Specify Training Availability - Both Operator and Mechanical Training*		
<b>#</b>	<b>WARRANTY</b>	<b>Yes</b>	<b>No</b>
<b>90</b>	Attach warranty information to bid proposal		
<b>#</b>	<b>WARRANTY – Alternate Bid Proposal</b>	<b>Yes</b>	<b>No</b>
<b>91</b>	Five (5) years/ 10,000 hours – shall cover all repairs/damage other than that caused by intentional neglect or abuse. Provide an attachment if additional space is necessary.		
<b>#</b>	<b>DELIVERY</b>	<b>Yes</b>	<b>No</b>
<b>92</b>	Equipment shall be delivered to: Dane County Landfill Site #2 7102 US Highway 12 & 18 Madison, WI 53718		



<b>PRICE PROPOSAL</b>	
<b>VENDOR NAME:</b>	

**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.**

Dane County may at its option award the bid based on Cost, Cost less trade-in, Total Cost Bid with guaranteed buy back and guaranteed maintenance, or Total Cost Bid with guaranteed buy back and guaranteed maintenance minus trade-in. Dane County reserves the option to trade-in, sell, or to retain ownership of the used 2015 Bomag based on their sole determination of which option is most advantageous to Dane County. It is not a requirement to provide a new Sanitary Landfill Compactor in order to submit pricing to outright purchase the used compactor.

Item #	Description	Amount (\$)
1	<b>One (1) Sanitary Landfill Compactor with spreader blade and all accessories in accordance with the aforementioned specifications.</b>	\$
2	<b>Trade-in price of 2015 Bomag Model BC1172RB3 (4,570 hours) if purchased from Dane County in conjunction with the sale of a new Compactor per the specifications to Dane County.</b>	\$
3	<b>Optional - Semi-U shaped blade</b>	\$
4	<b>Total Cost with trade-in: (Item# 1 - Item# 2 +/- Item# 3)</b>	\$

<b>Delivery Days ARO:</b>	Days
<b>Warranty:</b>	
<b>Nearest Service/Parts Vendor:</b>	
<b>Service Vendor Address:</b>	
<b>Service Vendor Contact/Phone#:</b>	
<b>Stocking Level, Location, Distance in miles from Landfill Site #2</b>	

**ALTERNATE BID PRICE PROPOSAL**  
**Total Cost Pricing to include Total Cost of All Maintenance/Repairs**

<b>VENDOR NAME:</b>	
---------------------	--

**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.**

Vendor hereby agrees to all conditions set forth in the Alternate Proposal Specifications Guaranteed Maintenance Program as specified hereinafter. The vendor agrees to be responsible for the total cost of all repairs and preventive maintenance (including parts and labor) except as noted in the Conditions for the first 1,000 hours of operation. Vendor also agrees to be responsible for the total cost of all repairs (including parts and labor) except as noted in the Conditions for the period of 1,000 to 10,000 hours of operation in excess of the max costs of repairs paid by Dane County as specified in Item# 8 below.

Item #	Description	Amount (\$)
5	<b>One (1) Sanitary Landfill Compactor with spreader blade and all accessories in accordance with the aforementioned specifications. *MUST BE SAME AS Item #1 Pricing*</b>	\$
6	<b>Alternate Bid Price X 1.1126 (3% interest/5 years)</b>	\$
7	<b>Repurchase price at end of 5 years or 10,000 hours</b>	\$
8	<b>Total guaranteed maintenance and repairs (Max Cost of Repairs Paid by Dane County)</b>	\$
9	<b>Total Cost: (Item# 6 - Item# 7 + Item# 8)</b>	\$
10	<b>Trade-in price of 2015 Bomag Model BC1172RB3 (4,570 hours) if purchased from Dane County in conjunction with the sale of a new Compactor per the specifications to Dane County.</b>	\$
11	<b>Total Net Cost including Trade-In: (Item# 9 - Item# 10)</b>	\$

<b>Delivery Days ARO:</b>	Days
<b>Warranty:</b>	
<b>Nearest Service/Parts Vendor:</b>	
<b>Service Vendor Address:</b>	
<b>Service Vendor Contact/Phone#:</b>	
<b>Stocking Level, Location, Distance in miles from Landfill Site #2</b>	

**ALTERNATE BID PROPOSAL SPECIFICATIONS**  
**Guaranteed Maintenance Program**

Dane County is desirous of obtaining an alternate proposal for a guaranteed maintenance repurchase program. The bidder must submit an offer on the original proposal to become eligible for this proposal, since we are starting with the net bid from the original proposal.

Special Conditions:

The successful bidder must be willing to enter into an agreement with the County, which will contain the following provisions:

The successful bidder will be fully responsible for the total cost of all repairs and preventive maintenance (including parts and labor) to the equipment furnished for the first 1000 hours of operation and in excess of the guaranteed maximum cost of repairs during the period of 1000 to 10,000 hours of operation as recorded by the engine hour meter or five (5) years from date of delivery, whichever occurs first.

The County shall have the right to sell, lease, trade, or otherwise dispose of the equipment; however, if such action is taken, the successful bidder shall not be bound by the provisions of this section which require him to be responsible for all repairs, nor shall the successful bidder have any duty to repurchase this machine as set forth in the next paragraph.

The bidder guarantees that he will repurchase the machine from the County at the end of 10,000 hours of operation as recorded by the engine hour meter or five (5) years from date of delivery, whichever occurs first. The repurchase price paid by the bidder shall be as stated in the bid.

- (a) All of the equipment purchased will be operated by County personnel for sanitary landfill, construction, repair, maintenance, and other purposes for which the equipment is designed.
- (b) The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, or acts of nature.
- (c) The County will assume, at its expense, all costs of hydraulic fluid, lubricating oil, filters of all types, grease, fuel, anti-freeze, cutting edges, scarifier and ripper teeth, batteries, headlights, glass breakage, wire rope, and cleaning.
- (d) The successful bidder will perform all repair and maintenance work on this piece of equipment, except as stated in the following paragraph. Parts and labor shall be billed at standard rates published by the bidder.
- (e) The County will maintain equipment in accordance with manufacturer's recommendations and perform the regular maintenance of greasing, oil changes, replacement of filters, etc. The bidder has the right to inspect equipment at any time and make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.
- (f) If the seller is unable to perform repair work within five (5) working days [ten (10) working days for engine overhaul], the County may invoke one of the following provisions:
  - 1. Require the seller to furnish a similar piece of equipment within 48 hours notice, or
  - 2. Charge the sum of \$1,000.00 per day against the accumulated repair account.
- (g) Repairs may be made by other service departments than the successful bidder if the service department chosen is agreeable to both parties.

Contract Bond:

The vendor will furnish a contract bond in the sum of fifty (50) percent of the amount of the guaranteed repurchase price of the equipment.

<b>PRICE PROPOSAL</b>	
<b>Purchase Only of Used Compactor</b>	
<b>VENDOR NAME:</b>	

**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.**

<b>Purchase of Used Compactor Only</b>		
<b>Item #</b>	<b>Description</b>	<b>Price</b>
<b>10</b>	<b>Purchase price of 2015 Bomag Model BC1172RB3 (4,570 hours). This is for direct purchase of the used Compactor without selling a new Compactor to Dane County.</b>	<b>\$</b>



## STANDARD TERMS AND CONDITIONS

### Request for Bids/Proposals/Contracts

Rev. 11/2017

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. 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

## Section 5 – Standard Terms and Conditions – Submit with Bid

goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of 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

## Section 5 – Standard Terms and Conditions – Submit with Bid

and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 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.

27.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.12, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.12, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

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.