



## REQUEST FOR BID

Department of Administration  
Purchasing Division

<b>COUNTY DEPT</b>	Dane County Public Works, Highway & Transportation	
<b>BID NUMBER</b>	117031	
<b>RFB TITLE</b>	Quad Axle Dump Trucks (2)	
<b>PURPOSE</b>	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide quad axle dump trucks in accordance with the specifications.	
<b>DEADLINE FOR BID SUBMISSIONS</b>	<p align="center"><b>2:00 P.M. Central Time</b> <b>March 6, 2017</b></p> <p>Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.</p>	
<b>SUBMIT BID TO THIS ADDRESS</b>	<p align="center">DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345</p>	
<b>REQUIRED BID COPIES</b>	Bidders must submit (1) original and (1) copy	
<b>PLEASE DIRECT ALL INQUIRES TO</b>	<b>NAME</b>	Pete Patten
	<b>TITLE</b>	Purchasing Agent
	<b>PHONE #</b>	608-267-3523
	<b>FAX #</b>	608-266-4425
	<b>EMAIL</b>	patten.peter@countyofdane.com
	<b>WEB SITE</b>	<a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
<b>THIS RFB IS COMPRISED OF:</b>  Part 1 – General Guidelines & Information  Part 2 – Bid Forms  Part 3 – Detailed Specifications  Part 4 – Price Proposal		<b>RESPONSE CHECKLIST:</b>  <input type="checkbox"/> Signed Affidavit – Completed Bid Forms  <input type="checkbox"/> Submit (1) original and one (1) copy  <input type="checkbox"/> Label the lower corner of the outermost envelope of your bid with the bid number.
<b>DATE BID ISSUED: February 15, 2017</b>		

## Part 1 – General Guidelines & Information

### 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 RFB, revisions/amendments 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 addendum(s) on the bottom of the Signature Affidavit.

The Purchasing Division has the sole authority for modifications of this specifications and or bid.

### 4. Vendor Registration Program:

All bidders wishing to submit a bid/proposal must be a paid registered vendor with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com) or you can obtain a Vendor Registration Form by calling 608-266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

### 5. Acceptance:

Bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.

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.

### 6. 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.

**State Sale Tax/Federal Excise Tax:** Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

### 7. 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, or combination of both. 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.

**NON-ALLOWED CHARGES.** 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.

**8. 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

**9. Permits & 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. Basis of Award**

The bids will be analyzed and awarded on a Total Cost of Ownership basis as set forth herein after. The Dane County Department of Public Works, Highway and Transportation reserves the right to accept any bid or option deemed most advantageous to Dane County using the following formula.

Initial Purchase price plus (+) present value of the annual guaranteed maximum costs of maintenance and repairs minus (-) the present value of the guaranteed repurchase price. Present values are computed using a discounted rate of 2%.

The guaranteed maximum cost of maintenance and repairs will be averaged over 5 years. 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.

## STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

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 on the vendor's letterhead, 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 contracting department 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 vendor 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 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. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

## 20.0 INDEMNIFICATION & INSURANCE.

20.1 PROVIDER 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 PROVIDER furnishing the services or 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 PROVIDER 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, PROVIDER shall, at PROVIDER'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, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER 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.**

PROVIDER 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 PROVIDERs 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.**

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER 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**

PROVIDER 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.**

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

**20.2.5. Umbrella or Excess Liability.**

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

**20.3.** Upon execution of this Agreement, PROVIDER 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 PROVIDER'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, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER 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 PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. 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 PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

**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 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-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. 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.

26.1 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 25.015, 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. 25.015, 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, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER 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 Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

27.05 PROVIDER 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."

**BIDDER COVER PAGE  
SIGNATURE AFFIDAVIT**

**COMPANY NAME:**

In signing this bid, we also 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.

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.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

**ADDRESS:**

**CITY:**

**COUNTY:**

**STATE:**

**ZIP+4:**

**TEL:**

**TOLL FREE TEL:**

**FAX:**

**2. Contact person in the event there are questions about your bid/proposal:**

**NAME**

**TITLE:**

**TEL**

**TOLL FREE TEL**

**FAX**

**E-MAIL**

☐ **Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_

## VENDOR REGISTRATION CERTIFICATION

**Per Dane County Ordinance, Section 62.15, “Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20.”**

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

For Non-Registered Vendors:

Complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com). You will be prompted to create an account and complete the registration which 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:

If you are submitting a bid or proposal, check to make sure your vendor information and annual registration fee is up-to-date.

Payment may be made via credit card on-line or 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.

## CERTIFICATION

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- ☐ This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # \_\_\_\_\_

Date Last Paid: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

## LOCAL CONTENT VENDOR AFFIDAVIT

**Under Dane County's purchasing ordinance, 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.

I swear that the following is true and correct:

Based on the definition included with each category below, indicate if the goods you offer in your bid meet any of the three categories under the County's ordinance.

\_\_\_\_\_ The goods offered under this bid are Dane County-Made.

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

\_\_\_\_\_ The goods offered under this bid are Regionally-Made.

- 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;
- 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.
  - "Component", as referenced above, means an article, material, or supply incorporated directly into a finished product.

\_\_\_\_\_ The goods offered under this bid are Wisconsin-Made.

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

\_\_\_\_\_ The goods offered under this bid do not qualify as Dane County-Made, Regionally-Made or Wisconsin-Made goods.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Company Name**

## LOCAL VENDOR AFFIDAVIT

Under Dane County Ordinance, a Regionally-Based Vendor, Local Vendor, or Non-Local Vendor may be invited to match the low bid if the low bid is offered by a vendor that is not identified as a Regionally-Based Vendor, Local Vendor, or Non-Local Vendor according to Dane County Ordinance requirements.

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Locally Based and Owned Vendor requirements:

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

Does your business meet all 3 Locally Based and Owned Vendor requirements?

YES\_\_\_\_\_ NO\_\_\_\_\_

If YES, your business is considered a Locally Based and Owned Vendor. Continue to the next page and checkmark Locally Based and Owned Vendor.

If NO, proceed to the Locally Operated Vendor section below.

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Locally Operated Vendor requirements:

- Your business is registered and authorized to do business in the State of Wisconsin and;
- Your business has an established place of business within Dane County.
  - An established place of business means a physical office, plant or other facility.
  - A post office box address does not qualify a vendor as a Locally Operated Vendor.

Does your business meet both Locally Operated Vendor requirements?

YES\_\_\_\_\_ NO\_\_\_\_\_

If YES, your business is considered a Locally Operated Vendor. Continue to the next page and checkmark Locally Operated Vendor.

If NO, proceed to the Non-Locally Operated Vendor section below.

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Non-Locally Operated Vendor requirements:

- Our business has an established place of business in one of the following Wisconsin Counties: Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
  - An established place of business means a physical office, plant or other facility.
  - A post office box address does not qualify a vendor as a Non-Locally Operated Vendor.

Does your business meet the Non-Locally Operated Vendor requirement?

YES\_\_\_\_\_ NO\_\_\_\_\_

If YES, your business is considered a Non-Locally Operated Vendor. Continue to the next page and checkmark Non-Locally Operated Vendor.

If NO, your business does not meet any of the Local Vendor criteria under this Dane County Ordinance. Continue to the next page.

I swear that the following is true and correct:

\_\_\_\_\_ This bid is submitted from a Locally Based and Owned Vendor.

\_\_\_\_\_ This bid is submitted from a Locally Operated Vendor.

\_\_\_\_\_ This bid is submitted from a Non-Locally Operated Vendor.

\_\_\_\_\_ This bid is submitted from a vendor that does not meet any of the criteria above.

_____ <b>Signature</b>	_____ <b>Date</b>
_____ <b>Name (type or print)</b>	_____ <b>Company Name</b>

<b>This address will be used to verify the local purchasing preference indicated above.</b>	
ADDRESS:	
CITY:	COUNTY:
STATE:	ZIP+4:

## **Order of Events:**

### **1. 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.

### **2. 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.

### **3. 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.

**FAIR LABOR PRACTICES CERTIFICATION**  
**Dane County Ordinance 25.11(28)**

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

2. That PROPOSER, BIDDER OR APPLICANT has: (Check One)

\_\_\_\_\_ 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 Certification is signed.

\_\_\_\_\_ 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 Certification is signed

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

**NOTE: You can find information regarding the violations described above at:**  
[www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

**For Reference Dane County Ord. 28.11 (28) 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.

## SPECIFICATIONS OVERVIEW

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

The intended user agency is: Dane County Public Works, Highway and Transportation

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 on the form provided 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. Any items appearing in the manufacturer's most current published specifications (a copy of which must be included with the bid) are assumed to be included in the Bidder's Proposal. The equipment must meet or exceed all applicable federal, state, and local standards at the time of delivery.

The specifications below describe an acceptable unit(s) /item(s). 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 no variations are listed, it will be assumed that all specifications are met.

<b>QUAD AXLE DUMP TRUCK SPECIFICATIONS</b>
--------------------------------------------

#	Description	Spec Compliance	
	<b>VEHICLE CONFIGURATION</b>	<b>Yes</b>	<b>No</b>
1	Set back axle – truck		
2	Trailer towing provision at end of frame for truck		
	<b>GENERAL SERVICE</b>	<b>Yes</b>	<b>No</b>
3	Expected front axle(s) load: 20,000 lbs		
4	Expected rear drive axle(s) load: 46,000 lbs		
5	Expected pusher axle(s) load: 26,400 lbs		
6	Expected gross vehicle weight capacity: 92,400 lbs		
7	Expected gross combination weight: 80,000 lbs		
	<b>ENGINE</b>	<b>Yes</b>	<b>No</b>
8	Detroit DD13 12.8L 445 HP @ 1625 RPM, 1900 Gov RPM, 1650 LB/FT @ 975 RPM or equal		
	<b>ELECTRONIC PARAMETERS</b>	<b>Yes</b>	<b>No</b>
9	Electric parameters to be reviewed with the vendor prior to order		
	<b>ENGINE EQUIPMENT</b>	<b>Yes</b>	<b>No</b>
10	2016 onboard diagnostics/2010 EPA/CARB/GHG17		
11	2008 carb emission certification – clean idle (includes 6x4 inch label on lower forward corner of driver door)		
12	Standard oil pan		
13	Engine mounted oil check and fill		
14	DR 12V 160 Amp 28-SI quadra-mount pad alternator with remote battery volt sense or equivalent		
15	(3) Alliance absorbed glass mat model 7A31, Group 31, 12 volt maintenance free 2190 CCA threaded stud batteries or equal		
16	Wire ground return for battery cables with additional frame ground return		
17	Positive and negative posts for jumpstart located on frame next to starter		
18	Eaton solo advantage 15-1/2 inch self adjusting clutch		
19	Torque limiting clutch brake		
20	Zerk fitting at clutch release bearing		
21	Mechanical clutch control		
22	18.0 cfm air compressor with safety valve		
23	Electronic engine integral shutdown protection system		
24	Engine compression brake		

#	Description	Spec Compliance	
		Yes	No
	<b>ENGINE EQUIPMENT (continued)</b>		
25	10 foot 06 inch (126 inch+0/-5.9 inch) exhaust system height		
26	RH curved vertical tailpipe B-Pillar mounted routed from step		
27	Stainless steel after-treatment device/muffler/tailpipe shield		
28	Borg warner (Kysor) rear air on/off engine fan clutch		
29	Automatic fan control without dash switch, non engine mounted or equal		
30	DDC supplied engine mounted fuel filter/fuel water separator with water in-fuel indicator or equal		
31	Antifreeze to -34F, OAT (nitrite and silicate free) extended life coolant		
32	Constant tension hose clamps for coolant hoses		
33	1500 watt/115 volt block heater		
34	300 watt/115 volt oil preheater		
35	Engine heater receptacle		
36	Aluminum flywheel housing		
37	Delco 12V mod 3.175-39MT+ OCP starter with thermal protection and integrated magnetic switch or equal		
	<b>TRANSMISSION</b>	<b>Yes</b>	<b>No</b>
38	Eaton fuller RTO-16908LL transmission or equal		
	<b>TRANSMISSION EQUIPMENT</b>	<b>Yes</b>	<b>No</b>
39	Magnetic plugs, engine drain, transmission fill and drain, axle(s) fill and drain		
40	Water to oil transmission cooler, in radiator end tank		
41	Synthetic transmission lube		
	<b>FRONT AXLE AND EQUIPMENT</b>	<b>Yes</b>	<b>No</b>
42	20,000# front Axle		
43	Meritor 16.5X6 Q+ cast spider cam front brakes, double anchor, fabricated shoes		
44	Non-asbestos front brake lining		
45	Cast iron front brake drums		
46	Front brake dust shields		
47	Hallex automatic front slack adjusters		
48	Power steering gear		
	<b>FRONT SUSPENSION</b>	<b>Yes</b>	<b>No</b>
49	20,000# flat leaf front suspension		
50	Front shock absorbers		

#	Description	Spec Compliance	
	REAR AXLE EQUIPMENT	Yes	No
51	RT-46-160P 46,000# R-Series tandem rear axle or equal		
52	3.91 rear axle ratio		
53	Iron rear axle carrier with standard axle housing or equal		
54	MXL 18T Meritor extended lube main driveline with half round yokes or equal		
55	MXL 17T Meritor extended lube interaxle driveline with half round yokes or equal		
56	Driver controlled traction differential - both tandem rear axles		
57	Meritor 16.5X 7.0 Q+ cast spider cam rear brakes, double anchor, fabricated shoes		
58	Non-asbestos rear brake lining		
59	Brake cams and chambers on forward side of drive axle(s)		
60	Conmet cast iron rear brake drum or equal s		
61	Rear brake dust shields		
62	SKF Scotseal plus xl rear oil seals or equal		
63	Haldex goldseal longstroke 2-drive axles spring parking chambers or equal		
64	Haldex automatic rear slack adjusters or equal		
65	Synthetic 75W-90 rear axle lube		
	REAR SUSPENSION	Yes	No
66	46,000# rear spring suspension or equal		
67	Standard ride height		
68	Fore/aft and transverse control rods		
69	Rear shock absorbers – two axles (tandem)		
	PUSHER/TAG EQUIPMENT	Yes	No
70	(2) Hendrickson SC13 composilite 13,200# air lift steerable pusher suspension, 15x4 brakes and ff1 axles or equal		
71	(2) Hendrickson SC13/SC013 13,200# ff1 steerable 15x4 brake integral pusher axles or equal		
72	(2) dash valves and (2) gauges for dual lift axles		
73	Reverse lift axle wiring with last state retention with ignition off		
74	Air piping for (2) lift/non-lift axles with regulator(s) chassis mounted		
75	Hendrickson 15x4 cam pusher/tag brakes, double anchor, fabricated shoes		
76	Non-asbestos pusher/tag brake lining		

#	Description	Spec Compliance	
		Yes	No
	<b>PUSHER/TAG EQUIPMENT (continued)</b>		
77	Cast iron pusher/tag brake drums		
78	Plus xl pusher/tag oil seals		
79	Vented pusher/tag hub caps with window, center and side plugs-oil		
80	Haldex pusher/tag axle service chambers		
81	Haldex automatic pusher/tag slack adjusters		
82	(2) Hendrickson SC13 composilite 13,200# steerable air lift pusher Suspensions or equal		
83	Dual pusher axle spacing with forward 96 inch and 48 inch of forwardmost drive axle		
84	Front pusher and rear pusher location to be determined after the bid		
	<b>BRAKE SYSTEM</b>	Yes	No
85	Wabco 4S/4M abs without traction contro or equal		
86	Reinforced nylon, fabric braid and wire braid chassis air lines		
87	Fiber braid parking brake hose		
88	Standard brake system valves		
89	BW AD-9 brake line air dryer with heater		
90	Bendix oil coalescing filter for air dryer		
91	Air dryer frame mounted		
92	Steel air brake reservoirs (extra capacity to accommodate 2 pushers)		
93	Pull cables on all air reservoir(s)		
	<b>TRAILER CONNECTIONS</b>	Yes	No
94	Air connections to end of frame with glad hands for truck and no dust		
95	Covers		
96	Primary connector/receptacle wired for combination stop/turn, ABS center pin powered through ignition		
97	SAE J560 7-way primary trailer cable receptacle mounted end of frame		
	<b>WHEELBASE AND FRAME - SINGLE FRAME</b>	Yes	No
98	1/2x3.64x11-7/8 Inch Steel Frame (12.7MMx301.6MM/0.5x11.88 inch) 120ksi or equal		
99	Calc'd back of cab to rear susp c/l (ca):169.69 in		
100	Square end of frame		
101	Frame R.B.M. 2,820,000 lbs		

#	Description	Spec Compliance	
	<b>CHASSIS EQUIPMENT</b>	<b>Yes</b>	<b>No</b>
102	Chromed steel severe duty bumper with center tow device or equal		
103	Heavy duty center mounted tow pin		
104	Bumper mounting for single license plate		
105	Front anti-spray cab mounted mudflaps		
106	Grade 8 threaded hex headed frame fasteners or Huck Bolts		
	<b>FUEL TANKS</b>	<b>Yes</b>	<b>No</b>
107	80-93 gallon/302 liter aluminum fuel tank – LH		
108	Fuel/hydraulic tank(s) with stainless steel bands		
109	Fuel tank forward		
110	High temperature reinforced nylon fuel line		
	<b>TIRES</b>	<b>Yes</b>	<b>No</b>
110	Michelin XZY-3 425/65R22.5 20 ply radial front tires or equal		
111	Michelin XDE M/S 11R22.5 14 ply radial rear tires or equal		
112	Michelin X line energy Z 275/80R22.5 14 ply radial pusher/tag tires or equal		
	<b>HUBS</b>	<b>Yes</b>	<b>No</b>
113	Iron Hub		
	<b>WHEELS</b>	<b>Yes</b>	<b>No</b>
114	Accuride 29374A 22.5x12.25 10-hub pilot 4.75 inset 10-hand aluminum disc front wheels or equal		
115	Accuride 40008 22.5x8.25 10-hub pilot 10-hand hd aluminum disc rear		
116	Wheels or equal		
117	Accuride 41644 Accu-lite 22.5x8.25 10- hub pilot aluminum disc pusher/tag wheels or equal		
118	Polished front wheels: outside only		
	<b>CAB EXTERIOR</b>	<b>Yes</b>	<b>No</b>
119	Air cab mounts with check valve		
120	Non-removable bugscreen mounted behind grille		
121	Fender extensions		
122	LH and RH exterior grab handles and RH interior grab handle		
123	Stationary bright finish grille		
124	Galvanealed steel or Aluminum severe service cab		
125	Dual rectangular air horns		
126	Single electric horn		

#	Description	Spec Compliance	
		Yes	No
	<b>CAB EXTERIOR (continued)</b>		
127	Dual horn shields		
128	Doors and ignition keyed the same		
129	Switch, indicator light and wiring for (2) beacons		
130	Led marker lamps		
131	Integral stop/tail/backup lights		
132	Standard front turn signal lamps		
133	Dual west coast stainless steel heated mirrors with LH and RH remote		
134	LH and RH 8 inch stainless steel convex mirrors mounted below primary		
135	Mirrors		
136	RH down view mirror		
137	Standard side/rear reflectors		
138	Tinted rear window		
139	Tinted door glass		
140	RH and LH electric powered windows		
141	Tinted curved gasket mounted windshield		
142	Windshield washer reservoir without fluid level indicator, mounted under cab, with remote fill		
	<b>CAB INTERIOR</b>	<b>Yes</b>	<b>No</b>
143	Gray vinyl premium interior		
144	Black mats with insulation		
145	Dash mounted ash tray and (1) power outlet		
146	Forward roof mounted console		
147	LH and RH door map pockets		
148	Coat hook on RH backwall of cab		
149	Wiring harness		
150	Heater, defroster and air conditioner with constant temperature control		
151	Cab insulation		
152	Automatic self-reset circuit breaker in main dash power distribution box and circuit breaker/fuse in auxiliary power distribution boxes		
153	Door activated dome light, under dash light and LH and RH door mounted courtesy lights		
154	(1) 12 volt power supply in dash		
155	Basic high back air suspension driver seat with 1 chamber air lumbar, integrated cushion extension and rear cushion tilt		
156	Mid back non suspension passenger seat		

#	Description	Spec Compliance	
	CAB INTERIOR (continued)	Yes	No
157	Dual driver seat armrests, no passenger seat armrests		
158	Black mordura cloth driver seat cover		
159	Black mordura cloth passenger seat cover		
160	3 point driver and passenger seat belt retractors		
161	Adjustable tilt and telescoping steering column		
162	2-spoke 18 inch (450MM) black steering wheel(s)		
163	Driver and passenger interior sun visors		
	INSTRUMENTS AND CONTROLS	Yes	No
164	Low air pressure indicator light and audible alarm		
165	2 inch primary and secondary air pressure gauges		
166	Intake mounted air restriction indicator with graduations		
167	97 DB backup alarm		
168	Heavy duty onboard diagnostics interface connector located below LH		
169	Dash		
170	Programmable rpm control-electronic engine		
171	Electrical engine coolant temperature gauge		
172	Engine oil temperature gauge		
173	Transmission oil temperature gauge		
174	Electric engine oil pressure gauge		
175	Am/FM/WB radio with cd player, Bluetooth and microphone, USB, front and rear auxiliary inputs and J1939		
176	(4) radio speakers in cab		
177	Power and ground wiring for CB radio of dash with CB tray		
178	Top of dash mount CB radio provision with plate and straps		
179	Multi-band AM/FM/WB/CB LH mirror mounted antenna system		
180	Electronic MPH speedometer with secondary KPH scale, with odometer		
181	Ignition controlled extra switches with indicator light, 20 AMPS, wired behind passenger seat		
182	Tractor protection valve		
183	Trailer hand control brake valve		
184	Voltmeter		
185	Single electric windshield wiper motor with delay		
186	Self-canceling turn signal		
	COLOR	Yes	No
187	Cab color: To be determined at the time of order		
188	Black, high solids polyurethane chassis paint		

#	Description	Spec Compliance	
	<b>DUMP BODY</b>	<b>Yes</b>	<b>No</b>
189	Body Type: Bibeau BMT-S Smooth Side Dump Body		
190	Under Structure: Crossmemberless		
191	Wide Body – 87 in. inside width		
	<b>FLOOR</b>	<b>Yes</b>	<b>No</b>
192	Body Length: 19'0"		
193	Long Sill Height: 8"		
	<b>MATERIAL</b>	<b>Yes</b>	<b>No</b>
194	Floor Sheet: 1/4" AR 450		
195	Side Wall: 3/16" AR 450		
196	Head Sheet: 3/16" AR 450		
197	Tailgate Base Plate: 1/4" AR 450		
	<b>HEAD SHEET</b>	<b>Yes</b>	<b>No</b>
198	Standard		
	<b>SIDE SHEET</b>	<b>Yes</b>	<b>No</b>
199	Side Height: 48 in.		
200	Smooth Sides		
	<b>TAILGATE</b>	<b>Yes</b>	<b>No</b>
201	54" Highlift Tailgate		
202	Asphalt Style Tailgate		
203	Air tailgate kit w/3.25 x 8" diameter cyl., fittings, & controls		
	<b>PAINT</b>	<b>Yes</b>	<b>No</b>
204	Paint: Axalta Imron Paint with base/clear or equal		
205	Heavy coat paint		
206	Primer: Epoxy Primer		
	<b>CAB SHIELD</b>	<b>Yes</b>	<b>No</b>
207	A 572 Gr50 ¼ cab – 18 in. projection, grade 50 10G		
	<b>SPREAD APRON</b>	<b>Yes</b>	<b>No</b>
208	Asphalt style tailgate and bumper		
	<b>MISC.</b>	<b>Yes</b>	<b>No</b>
209	Inside body steps – Driver side standard		
210	Outside body steps – Driver side standard		
211	Body step grab handles to cab shield drivers sides		
	<b>HOIST</b>	<b>Yes</b>	<b>No</b>
212	4 year warranty of cylinder		
213	Mailhot G3 180-5.7-4		
214	KIT40TSR		

#	Description	Spec Compliance	
	<b>TARP KIT</b>	<b>Yes</b>	<b>No</b>
215	Aero electric tarp kit – installed		
216	Asphalt tarp with all around flap		
217	Underbody spring mount		
218	Rear hinge: Behind rear tire edge		
	<b>OIL TANK</b>	<b>Yes</b>	<b>No</b>
219	30 gallon side mount or 30 gallon slim line behind the cab mount		
	<b>OTHER DUMP BODY OPERATIONS</b>	<b>Yes</b>	<b>No</b>
220	Bed guides (2)		
221	Body props (1)		
222	Wood side boards		
	<b>LIGHT OPTIONS</b>	<b>Yes</b>	<b>No</b>
223	2.5 in round 3-light cluster		
224	LED STT and backup lights recessed in rear posts		
225	Cab shield lights – front (2)		
226	3 rear post oval hole cutouts		
227	1 pair of flashing ambers recessed in rear posts		
228	1 pair of flashing ambers installed in cab guard		
	<b>PUMP</b>	<b>Yes</b>	<b>No</b>
229	Pump size: C102		
230	Direct mount air shift		
231	PTO number: Chelsea 489 series DM air shift		
232	Transmission Model Number: Manual transmission		
	<b>VIBRATOR</b>	<b>Yes</b>	<b>No</b>
233	Cougar DC 3200		
	<b>CONSOLE CONTROLS</b>	<b>Yes</b>	<b>No</b>
234	Del DAV 1229 full feathering air control valve		
235	BAV020 air tailgate control valve (w/air TG Kit)		
	<b>HITCH</b>	<b>Yes</b>	<b>No</b>
236	Tractor air package installed, includes air to rear, tractor protections valve, glad hands and 7 pin receptacle		
237	Premier 100-3A air-cushioned pintle hitch, 50 ton, installed on 1" steel plate, includes D-rings		

## Specification Deviations

Check One:

- ☐ Deviations – No deviations from specs
- ☐ Deviations – See list below

[illegible]

<b>PRICE PROPOSAL</b>	
<b>NAME OF COMPANY:</b>	

For the price(s) listed below, our company hereby offers to provide the following item(s) in accordance with the specifications of this bid. Pricing must include delivery.

**Manufacturer/Model:** \_\_\_\_\_ **Deviations: Yes or No**

#	ITEM	UNIT PRICE (1 Truck)	TOTAL PRICE (2 Trucks)
1	Furnish and deliver Quad Axle Truck in accordance with the specifications	\$	\$
2	Repurchase amount at the end of 5 years or 100,000 miles	\$	\$
3	Max. cost of maintenance and repairs for 5 years or 100,000 miles	\$	\$
4	Will you be exercising the option to replace the Quad Axle Trucks with a new unit (same model or equivalent) at no cost to Dane County (Per Item F of the Total Cost Bid)	Yes	No
5	If yes, at what time intervals would the Quad Axle Trucks be replaced? (ie yearly, every 2 years, etc.)		

**Option A – Add Automatic Transmission – Allison 4500 RDS 6 Speed**

#	ITEM	UNIT PRICE (1 Truck)	TOTAL PRICE (2 Trucks)
1A	Furnish and deliver Quad Axle Truck in accordance with the specifications but add an Automatic Transmission - Allison 4500 RDS 6 Speed.	\$	\$
2A	Repurchase amount at the end of 5 years or 100,000 miles if Automatic Transmission included	\$	\$
3A	Max. cost of maintenance and repairs for 5 years or 100,000 miles with Automatic Transmission included	\$	\$
4A	Will you be exercising the option to replace the Quad Axle Trucks with a new unit (same model or equivalent) at no cost to Dane County (Per Item F of the Total Cost Bid)	Yes	No
5A	If yes, at what time intervals would the Quad Axle Trucks be replaced? (ie yearly, every 2 years, etc.)		

<b>PRICE PROPOSAL</b>	
<b>NAME OF COMPANY:</b>	

For the price(s) listed below, our company hereby offers to provide the following item(s) in accordance with the specifications of this bid. Pricing must include delivery.

**Option B – Add Automated Manual Transmission**

#	ITEM	UNIT PRICE (1 Truck)	TOTAL PRICE (2 Trucks)
1B	Furnish and deliver Quad Axle Truck in accordance with the specifications but add an Automated Manual Transmission	\$	\$
2B	Repurchase amount at the end of 5 years or 100,000 miles if Automated Manual Transmission included	\$	\$
3B	Max. cost of maintenance and repairs for 5 years or 100,000 miles with Automated Manual Transmission included	\$	\$
4B	Will you be exercising the option to replace the Quad Axle Trucks with a new unit (same model or equivalent) at no cost to Dane County (Per Item F of the Total Cost Bid)	Yes	No
5B	If yes, at what time intervals would the Quad Axle Trucks be replaced? (ie yearly, every 2 years, etc.)		

**Guaranteed Maximum Parts Delivery?**    Yes    or    No

If yes, what is the maximum time? \_\_\_\_\_

**Stocking Levels and Locations:**

Level(s)	Location(s)
_____	_____
_____	_____
_____	_____

**Are you capable of performing the repair work within 5 working days?**    Yes    or    No

**Additional Items/Options** – if you would like to have any additional items, options, etc. considered in connection with this bid, please specify the item(s) and cost(s) below.

Item	Cost
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PRICE PROPOSAL – TOTAL COST BID SPECIFICATIONS	
NAME OF COMPANY:	

The Total Cost Bid (TCB) is to include a guaranteed maintenance and repair program.  
**NOTE: The Total Cost of Ownership provisions applies only to the purchase of the Quad Axle Dump Trucks.**

### **SPECIAL CONDITIONS**

The successful bidder must be willing to enter into an agreement with Dane County. This agreement will contain the following provisions:

- (1) The successful bidder will be fully responsible for the total cost of all repairs (including parts and labor) for their manufacturer's published warranty period and in excess of the guaranteed maximum cost of repairs during the periods as specified on the Bid Proposal/Questionnaire, as recorded by the engine mileage meter, or five (5) years from the date of delivery, whichever occurs first.
- (2) Dane County shall have the right to sell, lease, trade, or otherwise dispose of the equipment. However, if such action is taken, the successful bidder will not be bound by the provisions of this section requiring responsibility for all repairs.

Dane County agrees to the following:

- (a) All of the equipment will be operated by County personnel for road construction, repair, maintenance, and other purposes for which the equipment is designed.
- (b) Dane County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, or acts of nature.
- (c) Dane County will assume all costs of hydraulic fluid, lubricating oil, filters of all types, grease, fuel, anti-freeze, batteries, headlights, glass breakage, cleaning, and painting.
- (d) The successful bidder will perform all repair and maintenance work except as stated in (e) below. Parts and labor shall be billed at standard rates published by the bidder.
- (e) Dane County will maintain the equipment in accordance with manufacturer's recommendations and perform regular maintenance including grease, 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. Dane County will follow these recommendations to the best of its ability.

- (f) The successful bidder has the option to replace the quad axle haul truck with a new unit (same model or equivalent) at no cost to Dane County at anytime during the contract period.
- (g) If the bidder is unable to complete repair work or exchange the quad axle haul truck within five (5) working days, Dane County will invoke one of the following provisions:
  - 1) Require a bidder to furnish a similar piece of equipment with a 48-hour notice, or
  - 2) Charge the sum of \$50 per day against the accumulated repair account.
- (h) Repairs may be made by other service departments than that of the bidder, provided there is mutual agreement.

#### **RESIDUAL VALUE**

In order to complete the Total Cost analysis, Dane County needs to arrive at the 'residual value.' The **bidder must provide a guaranteed repurchase figure** (zero is an acceptable value) after five (5) years or 100,000 miles of usage.

<b>PRICE PROPOSAL – EQUIPMENT INFO</b>	
<b>NAME OF COMPANY:</b>	

For the price(s) listed below, our company hereby offers to provide the following item(s) in accordance with the specifications of this bid. Pricing must include delivery.

**Manufacturer / Model:** \_\_\_\_\_

**Warranty:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Provide Manufacturer's Warranty Statement as an attachment, if necessary.**

**Company Responsible for Warranty Work:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Deliver Time:** \_\_\_\_\_

To be delivered to: Dane County Highway  
2302 Fish Hatchery Road  
Madison, WI 53713

**Manufacturer Specifications:**

A manufacturer specifications sheet must be submitted with the bid.