



REQUEST FOR BID (RFB)

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

BID NUMBER	119014
BID TITLE	Aquatic Plant Harvester, Harvester Barge & Transport Barge
BID DEADLINE	March 6, 2019 2:00 p.m. (CST) Unsigned, late, faxed, or electronically mailed bids will be rejected.
SUBMIT BID TO THIS ADDRESS	CITY COUNTY BUILDING DANE COUNTY PURCHASING DIVISION 210 MARTIN LUTHER KING JR BLVD ROOM 425 MADISON, WI 53703-3345
# OF REQUIRED BID COPIES	Bidders must submit (1) original and (1) copy
DIRECT ALL INQUIRES TO	NAME Pete Patten
	TITLE Purchasing Agent
	PHONE # 608-267-3523
	EMAIL patten.peter@countyofdane.com
	WEB SITE www.danepurchasing.com
DATE BID ISSUED: February 6, 2019	

BID SUBMISSION CHECKLIST

Read Entire Bid Document

Completed Bid Packet (stapled)

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

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

Sealed envelope/package containing bid packets and labeled with:

- Vendor Name
- Bid Number
- Bid Deadline Date/Time

Up-to-date Vendor Registration

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

Section 1 – General Bid Guidelines

1. Introduction

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

2. Clarification/Questions:

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

3. Addendums:

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this bid, addenda and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com. Bidders are responsible to regularly monitor the web site for any such postings. It is recommended to check the website for addenda prior to submitting a proposal. Bidders must acknowledge the receipt/review of any addenda on the Vendor Information page.

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

4. Vendor Registration Program:

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

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

For Non-Registered Vendors:

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

For Registered Vendors:

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

5. Local Purchasing Preference:

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

Locally Based and Owned Vendor Criteria

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

Locally Operated Vendor Criteria

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

Non-Locally Operated Vendor Criteria

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

Local Purchasing Preference Order of Events:

Locally Based and Owned Vendors:

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

Locally Operated Vendors:

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

Non-Locally Operated Vendors:

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

6. Local Content Preference:

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

Dane County Made Criteria

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

Regionally Made Criteria

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

Wisconsin Made Criteria

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

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

7. Pricing:

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

8. Bid Submission and Acceptance:

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

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

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

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

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

9. Cooperative Purchasing

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

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

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

10. Award:

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder’s past performance and/or service reputation, and service capability, quality of the bidder’s staff or services, customer satisfaction, references, the extent to which the bidder’s staff or services meet the County’s needs, bidder’s past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed in this solicitation.

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

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

11. Payment Terms and Invoicing:

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment shall be submitted to the bill to address and/or County Representative listed on the Dane County purchase order. The Dane County purchase order number must be noted on the submitted invoice.

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

12. Permits and Licenses:

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

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

13. Satisfactory Work:

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

14. Government Standards:

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

15. Warranty:

The length, time, and conditions of warranty must be attached to or stated in the bid document. The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency. Bidder shall indicate the name and the geographical location of the nearest authorized dealer to perform subsequent warranty service. This information shall be stated in the pricing section of bid or otherwise specified.

16. Dane County Sustainability Principles:

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

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

17. Fair Labor Practices:

Dane County Ord. 25.09 (1) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

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

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

VENDOR INFORMATION

VENDOR NAME:

Vendor Information (address below will be used to confirm Local Vendor Preference)

Address			
City		County	
State		Zip+4	
Vendor Rep. Name		Telephone	
Title			
Email			
Dane County Vendor #			

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

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

Cooperative Purchasing (Reference General Guidelines #9)

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

Fair Labor Practice Certification (Reference General Guidelines #17)

<input type="checkbox"/>	Vendor has not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.
<input type="checkbox"/>	Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

Addenda – we hereby acknowledge receipt, review and use of the following addenda, if applicable.

Addendum #1 <input type="checkbox"/>	Addendum #2 <input type="checkbox"/>	Addendum #3 <input type="checkbox"/>	Addendum #4 <input type="checkbox"/>	None <input type="checkbox"/>
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Signature Affidavit

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.

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 (Printed)		Date	

BID AND SPECIFICATION OVERVIEW

Dane County as represented by the Purchasing Division will accept bids for the purchase of specified item(s) as described within this document. The specifications detailed herein are intended to reflect the minimum requirements for new aquatic plant harvesting equipment.

SPECIFICATION COMPLIANCE: Bidder shall complete every space in the area provided with either a check mark to indicate the item being bid is exactly as specified (**Yes**), or deviates from bid specification (**No**). Any deviation from the minimum specifications stated herein must be identified in detail in the Specifications Deviations section of the bid and must include a description of how the proposed item(s) differ from the bid requirements, along with detailed justification for such deviation. Bidder shall include photos and schematics as necessary, for complete clarification.

The specifications below describe an acceptable product. Minor variations in specification may be accepted if, in the opinion of County staff, they do not adversely affect the quality, maintenance or performance of the item(s). Dane County reserves the right to accept or reject any and all bids, to waive informalities and to choose the bid that best meets the specifications and needs of the County.

REFERENCES: In Section 4 – Pricing, bidder must provide contact names, addresses, telephone numbers and purchase dates for a minimum of three (3) clients who have purchased identical sized harvester and support equipment from the bidder within the last five years. Failure to provide complete reference information may be a cause for disqualification.

DESIRED DELIVERY DATE: The desired delivery date for all equipment is May 31, 2019.

DELIVERY ADDRESS: The delivery address/location will be determined by Dane County upon notification that the equipment is ready to be shipped. For bidding purposes, the location will be in the general Madison/Dane County area.

BID SPECIFICATIONS
Aquatic Plant Harvester

Item #	Description	Spec Compliance	
		Yes	No
1	ACCEPTABLE MODELS	Yes	No
2	All equipment offered shall be new and unused, and of a proven design.		
3	Equipment must not be a prototype.		
4	All models offered shall have been in regular production for a minimum of fifteen (15) years.		
5	Equipment offered shall utilize parts and components (paddle wheel motors, gearboxes, conveyor motors, hydraulic valves, hydraulic cylinders, conveyor belting, bearings, etc.) that are interchangeable with existing Aquarius Systems harvesters and/or transporters.		
6	To demonstrate compatibility, Bidder must supply a complete manual with parts catalog for equipment being offered.		
7	MANUFACTURING	Yes	No
8	All equipment shall be designed and constructed to the best industry standards.		
9	All components requiring fabrication shall be manufactured entirely at the bidder's proprietary facility, including the barges, superstructures, conveyor frames and sidewalls, operator and engine platforms, paddle wheels and guards, etc. (typical purchased finished parts such as the engine, hydraulic motors and conveyor mesh are exempt from this requirement).		
10	INSPECTIONS	Yes	No
11	The County reserves the right to visit the successful bidder's manufacturing facility at any time prior to and during production of the equipment offered for the purpose of inspection.		
12	The County shall be permitted full access to all parts of the facility when and where the equipment is being manufactured.		
13	EQUIPMENT DUE DATE	Yes	No
14	All equipment offered herein shall have a desired delivery date of May 31, 2019.		
15	DELIVERY	Yes	No
16	Delivery shall be made by appointment only between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.		
17	The delivery location will be determined by the County upon notification that the equipment is ready for shipment.		
18	Prices quoted shall include freight charges prepaid and included (FOB Destination) unless otherwise stated.		
19	FLUID LEVELS	Yes	No
20	The equipment shall be delivered with all system fluids filled to working level, with the exception of diesel and/or gasoline fuels.		

Section 3 – Bid Specifications – Submit with Bid

21	MANUALS	Yes	No
22	Two complete sets of operating manuals including technical parts identification bulletins, engine manual, operation and maintenance instructions shall be provided to the County upon delivery of the equipment.		
23	One copy shall be supplied in electronic format.		
24	A copy of the current complete manual for the equipment specified shall be supplied in electronic format on a flash drive with the bid documents. Failure to provide manual information may be cause for disqualification.		
25	CERTIFICATES OF ORIGIN	Yes	No
26	One (1) original Manufacturer's Certificate of Origin shall be provided for each piece of equipment purchased through this RFB.		
27	WARRANTY	Yes	No
28	All equipment offered shall have a minimum one (1) year warranty.		
29	Bidders must attach a written description of the warranty with their offer. Failure to do so will result in disqualification.		
30	SHOP DRAWINGS	Yes	No
31	Shop drawings shall be submitted for County approval prior to construction and fabrication.		
32	LIST OF COMPONENTS	Yes	No
33	A list of equipment and instrumentation with model numbers and quantities shall be provided.		
34	GENERAL REQUIREMENTS	Yes	No
35	The aquatic plant harvester sought herein shall be a completely self-contained system, self-powered, capable of operating on the water and, with minimum disassembly, transportable over public roads by one truck.		
36	The harvester shall be capable of cutting, loading and unloading both bottom rooted and floating aquatic plants, and marine floatables without manual assistance.		
37	OVERALL OPERATING DIMENSIONS – shall not exceed	Yes	No
38	Length: 47 feet 0 inches		
39	Width: 18 feet 0 inches		
40	Height: 11 feet 0 inches		
41	OVERALL SHIPPING DIMENSIONS – shall not exceed	Yes	No
42	Length: 47 feet 0 inches		
43	Width: 12 feet 0 inches		
44	Height: 11 feet 0 inches		
FLOTATION BARGE			
46	HULL	Yes	No
47	The barge shall be constructed of minimum 12 gauge sheet 304 Stainless Steel welded over a substantial internal angle iron framework.		

Section 3 – Bid Specifications – Submit with Bid

48	Internal support structure shall consist of angle iron cubes on maximum 24" centers throughout the barge.		
49	All deck load bearing areas must be reinforced with additional internal support angles and ¼" stainless steel plate on the deck.		
50	CONSTRUCTION	Yes	No
51	The barge shall be constructed of minimum 12 gauge 304 Stainless Steel sheet welded over a substantial internal 304 Stainless Steel angle framework.		
52	Internal support structure shall consist of cubes on maximum 24" centers throughout the barge.		
53	All deck load bearing areas must be reinforced with additional internal support angles and ¼" steel plate on the deck.		
54	Bidder shall submit a detailed description and drawing of barge construction. Failure to do so may result in disqualification.		
55	REINFORCEMENT STRUT	Yes	No
56	Barge sidewalls, port and starboard, shall be formed and constructed with an indented reinforcement strut measuring approximately 4" tall and extending the entire length of the barge.		
57	BOTTOM PROTECTION	Yes	No
58	Replaceable 3.5" x 3.5" high density polyethylene runners shall protect the full length of the barge bottom.		
59	COMPARTMENTS:	Yes	No
60	The hull shall have a minimum of six (6) airtight and watertight compartments, each fully tested under pressure.		
61	Each compartment shall have a 2" NPT inspection plug on the port side deck and a ½" NPT drain plug on the lower starboard side.		
62	OUTFITTING	Yes	No
63	Four (4) lifting eyes/lugs adequately designed and sized to lift the weight of the finished vessel and located near the outside corners of the barge deck.		
64	Four (4) tie-down cleats that are completely separate from the lifting eyes shall also be located near the four corners of the barge deck.		
65	A minimum of 12 anti-skid grip-tape type pads shall be mounted to the barge deck on the port and starboard sides.		
66	BOW	Yes	No
67	The bow of the hull shall be designed in a "V" shape to reduce resistance when cutting through the water, to enhance the capture of vegetation and debris on the pick up conveyor and to increase stability.		
68	A heavy duty clevis shall be securely mounted toward the center of the barge, on both the bow and stern.		

Section 3 – Bid Specifications – Submit with Bid

69	BARGE DIMENSIONS – shall measure:	Yes	No
70	Length: 28 feet 0 inches		
71	Width: 11 feet 11 inches		
72	Height: 30 inches		
73	DRAFT REQUIREMENTS – Max. allowable draft shall be:	Yes	No
74	Empty: 13 inches		
75	Fully Loaded: 22 inches		
#1 CONVEYOR: CUTTING & COLLECTION HEAD			
77	CONSTRUCTION	Yes	No
78	The conveyor shall be designed to facilitate the cutting and collection of material.		
79	The cutting and collection head shall consist of a bow mounted structural pivoting frame supporting the pickup/loading conveyor.		
80	The conveyor bed shall be made of structural steel with flat expanded sidewalls.		
81	For ease of repairs, cutter head must be built in separate sections. This includes, but is not limited to, the horizontal and vertical cutter frames (not just the cutter bars) being mounted by fasteners to the main frame.		
82	Uni-body type cutter heads are unacceptable.		
83	FUNCTION	Yes	No
84	The cutting and collection head shall serve to simultaneously cut aquatic plants, and collect floating vegetation and debris, and transfer that material from the water into the storage hold container.		
85	Plants and refuse shall be brought on board by means of hydraulically powered conveyor belts traveling at 85' to 100' per minute.		
86	Vessel shall include a valve at the operator console that allows the operator to disengage the cutters and operate the pick up conveyor only, for the purpose of skimming floating aquatic plants and marine debris.		
87	The cutting and collection head shall be capable of rising out of the water by 12" and lowered to a minimum depth of 5' 2".		
88	Elevation and adjustment shall be accomplished by means of two (2) single acting hydraulic cylinders.		
89	CUTTER BARS	Yes	No
90	The cutting and collection head shall consist of three (3) cutter bars, each having a 3" reciprocating stroke.		
91	The horizontal cutter shall be mounted across the lower front end of the pickup/loading conveyor frame.		
92	The two (2) vertical cutters shall be attached to bolt-on style extension flares.		
93	To enable easy repair, integral, one-piece and permanently welded extensions flares are not acceptable.		

Section 3 – Bid Specifications – Submit with Bid

94	The vertical cutter bar extensions shall be painted in a color that contrasts with the rest of the machine for visibility.		
95	Cutting teeth and guards shall be John Deere.		
96	DIMENSIONS – cutter bars shall measure:	Yes	No
97	Horizontal: 10 feet 0 inches		
98	Vertical: 5 feet 6 inches		
99	DRIVE SYSTEM	Yes	No
100	Each of the cutter bars shall be powered by high torque hydraulic motors (3 total) and 5/8" diameter pitman rods with 5/8" rod end bearings.		
101	The loading conveyor shall be driven by two (2) high torque hydraulic motors by means of positive chain drive couplings.		
102	Hydraulic motors shall be of sufficient capacity to continuously move a fully loaded conveyor belt.		
103	A selector valve shall be used to isolate the cutters from the conveyor system.		
104	IMPACT PROTECTION SYSTEM	Yes	No
105	The cutter head shall incorporate a <u>double</u> impact protection system to minimize damage in the event of collision with an underwater obstruction.		
106	This system shall consist of:		
107	A minimum of three (3) pre-compressed shock rods with springs located behind the horizontal cutter bar		
108	Pivoting gravity spring suspension to pivot entire pick up conveyor upon impact		
109	Dual impact protection MUST be supplied; deviations are not allowed.		
110	DRIVE SHAFT	Yes	No
111	Cutter head conveyor drive shall be a bearing mounted shaft with a minimum of eighteen (18) drive sprockets.		
112	Conveyor shall be driven by 1/2" steel x thirteen (13) toothed machined and shouldered sprockets welded to the shaft.		
113	Ball type sprockets and forged steel sprockets are not acceptable.		
114	IDLER SHAFT	Yes	No
115	Cutter head conveyor idler roller shall be a bearing mounted smooth tube shaft.		
116	TENSIONING DEVICES	Yes	No
117	Proper belt tension on the pick-up conveyor shall be maintained with two (2) external telescoping threaded tensioning devices at the drive shaft.		
118	CONVEYOR MESH	Yes	No
119	Cutter head conveyor mesh shall be standard-duty 1" x 1" galvanized flat wire belting.		
120	Conveyor bed shall be made up of three belts: Two belts at 36" wide and one belt at 30" wide.		

#2 & #3 CONVEYORS: STORAGE HOLD CONTAINER			
122	CONSTRUCTION	Yes	No
123	The storage hold shall consist of two (2) separate structural steel frames with flat expanded metal sidewalls.		
124	The storage hold conveyor design shall allow for a minimum of 3" clearance between the conveyor belting and the top side of the barge.		
125	#2 CONVEYOR DRIVE SYSTEM	Yes	No
126	The #2 storage hold conveyor shall be driven by two (2) high torque hydraulic motors by means of positive chain drive coupling.		
127	Hydraulic motors shall be of sufficient capacity to move a fully loaded conveyor belt.		
128	The #2 conveyor belt speed shall be 20' per minute.		
129	#3 CONVEYOR DRIVE SYSTEM	Yes	No
130	The #3 storage hold conveyor shall be driven by two (2) high torque hydraulic motors by means of positive chain drive coupling.		
131	Hydraulic motors shall be of sufficient capacity to move a fully loaded conveyor belt.		
132	The #3 conveyor belt speed shall be 27 feet per minute.		
133	STORAGE CAPACITY	Yes	No
134	The storage hold container shall be self-draining and have a minimum capacity of 820 cubic feet or		
135	15,600 pounds, whichever is reached first.		
136	FUNCTION	Yes	No
137	In the operating mode the storage container shall be kept in a horizontal position.		
138	To unload, the discharge end must be hydraulically raised to an inclined position.		
139	DRIVE SHAFTS	Yes	No
140	Storage conveyor drives shall be bearing mounted shafts with a minimum of eighteen (18) drive sprockets.		
141	Conveyor shall be driven by ½" steel x thirteen (13) toothed machined and shouldered sprockets welded to the shaft.		
142	Ball type sprockets and forged steel sprockets are not acceptable.		
143	IDLER SHAFTS	Yes	No
144	Storage conveyor idler rollers shall be bearing mounted smooth tube shafts.		
145	TENSIONING DEVICES	Yes	No
146	Proper belt tension on the storage hold conveyors shall be maintained via external threaded tensioning devices on the bearing plates.		
147	The #2 conveyor tensioners shall be mounted at the idler shaft; #3 conveyor tensioners shall be mounted at the drive shaft.		

Section 3 – Bid Specifications – Submit with Bid

148	CONVEYOR MESH	Yes	No
149	Storage hold conveyor mesh shall be standard-duty 1" x 1" galvanized flat wire belting.		
150	Conveyor bed shall be made up of three belts: Two belts at 30" wide and one belt at 36" wide.		
151	DISCHARGE REACH	Yes	No
152	The #3 Discharge Conveyor shall extend a minimum of 7' beyond the barge stern and be capable of raising a minimum of 5' to unload.		
153	Raising and lowering the #3 conveyor shall be accomplished by means of two (2) single acting hydraulic cylinders.		
154	Optimum unloading time is ninety (90) seconds.		
155	SHORE CONVEYOR POWER	Yes	No
156	None		
POWER PLANT AND HYDRAULICS			
158	LOCATION	Yes	No
159	For ease of servicing and protection from splashing water, the engine and hydraulic pump, on rubber vibration isolators, shall be platform mounted alongside the hydraulic tank and lockable battery box above the storage container and as far back from the operator as possible.		
160	Deck mounted engines and/or power packs are not acceptable.		
161	ENGINE	Yes	No
162	The harvester shall be powered by a Tier-4-Final Diesel Engine, minimum 60 h.p.		
163	Engine shall have a 12 volt electrical system and automatic low oil pressure shutdown.		
164	FUEL TANK	Yes	No
165	The harvester shall be equipped with a permanent 50-gallon aluminum fuel tank (min. capacity).		
166	Fuel tank shall be labeled for diesel fuel, and shall include a lockable filler/breather cap(s).		
167	A separate in-line fuel filtering system shall also be supplied.		
168	Bidder must supply details on in-line fuel filtering system.		
169	HYDRAULIC PUMP SYSTEM	Yes	No
170	The engine shall directly drive a variable volume pressure compensated demand pump to power all hydraulic systems on the harvester.		
171	Total flow capacity/gallons per minute (GPM) shall be sufficient to operate both paddle wheels as well as all cutting and loading conveyor motors simultaneously.		
172	The system should allow for all operating functions at infinitely variable speeds from zero to factory set maximum speeds.		

Section 3 – Bid Specifications – Submit with Bid

173	HYDRAULIC RESERVOIR	Yes	No
174	The hydraulic reservoir shall have a minimum capacity of 35 U.S. gallons and shall include a lockable filler/breather cap, water collection drain peacock, magnetic particle collector, suction strainer, 10 micron return filter, visual oil level & temperature gauge and electronic low level sensing unit with alarm.		
175	The hydraulic tank shall be mounted on an elevated platform next to the engine.		
176	HYDRAULIC OIL	Yes	No
177	Hydraulic oil shall environmentally safe and marine grade of proper viscosity for operating location.		
178	HYDRAULIC LINES	Yes	No
179	All hydraulic lines shall be made of heavy duty stainless steel tubing, except where flexibility is required.		
180	Stainless tubing shall be uniformly shaped and bent, and shall be trimly mounted to the machine using tube clamp brackets.		
181	Where flexibility is required, high quality heavy duty double braided rubber hose shall be used. This hose shall be guarded with nylon sheathing at all potential friction points.		
182	HYDRAULIC FITTINGS	Yes	No
183	Only high quality hydraulic JIC fittings shall be used; all fittings shall be properly matched in size and rating to the hydraulic tubing and/or hose.		
184	Pot metal, inferior metallic fittings and/or plastic fittings are not acceptable.		
185	HYDRAULIC OPERATION	Yes	No
186	The paddle wheels shall have separate speed control, both forward and reverse, by manual hydraulic control levers located directly in front of the operator and between his/her legs when in a seated position.		
187	All other hydraulic functions shall be independently activated by manual hydraulic control levers located to the left of the operator and/or foot pedals.		
PROPULSION SYSTEM			
189	PADDLE WHEELS	Yes	No
190	Two bi-directional paddle wheels shall be center mounted on the port and starboard sides of the barge.		
191	Paddle wheels shall be easily attached and removed via eight (8) bolts for over-the-road transport.		
192	Paddle wheels shall each be powered by a heavy duty planetary torque hub driven by low speed high torque hydraulic motors.		
193	Each paddle wheel motor shall be protected by a cross over relief valve.		

Section 3 – Bid Specifications – Submit with Bid

194	The use of tapered shafts and/or direct drive paddle wheel systems is unacceptable.		
195	DIMENSIONS – each paddle wheel shall measure approx.	Yes	No
196	Diameter: 72 inches		
197	Width: 32 inches		
198	PADDLE WHEEL GUARDS	Yes	No
199	None		
200	FINISH	Yes	No
201	Paddle wheels and entire paddle wheel guard system shall be painted in a color that contrasts with the rest of the machine for safety.		
CONTROL BRIDGE			
203	LOCATION	Yes	No
204	The operator control area shall be a raised bridge, permanently mounted at the forward end of the harvester over the storage hold container.		
205	Bridge shall be surrounded by safety railings with access to it from the barge deck by means of non-skid ladder steps from both the starboard and port sides.		
206			
207	Safety railings shall have a maximum height of: 24”		
208	CONTROL CONSOLE	Yes	No
209	Manual control levers and foot pedals shall be mounted on the bridge within easy reach of an operator in the seated position.		
210	Any hydraulic lines located in this vicinity must be shielded.		
211	Operator console shall include at least one (1) lockable storage cabinet.		
212	CONTROL PANEL	Yes	No
213	The control panel shall be mounted to the right of the operator seat within easy reach of an operator in the seated position; maximum distance from the seat shall be 12”.		
214	Blocking the operator’s forward line of sight with the control panel is not allowed.		
215	INSTRUMENTATION	Yes	No
216	Instrumentation shall include an ignition switch, engine accelerator, tachometer, oil pressure sounder, fuel gauge, hour meter, and ammeter gauge or sounder.		
217	Gauges, controls and electrical circuitry must be of weather resistant design.		
218	A power outlet and hydraulic pressure gauge shall also be provided.		
219	OPERATOR SEAT	Yes	No
220	The operator seat shall be an ergonomic type made of foam rubber, padded and covered with weather-proof heavy duty vinyl.		

Section 3 – Bid Specifications – Submit with Bid

221	PLATFORM BRIDGE	Yes	No
222	The harvester shall have a walkway bridge connecting the operator platform to the engine platform.		
223	Platform bridge shall be center mounted and equipped with safety railings.		
224	A foldable ladder shall also be installed on the stern of the engine platform to allow access to the bridge.		
225	BIMINI CANOPY	Yes	No
226	The harvester shall include a large sun/rain Bimini canopy designed to shade the operator.		
227	Mounting hardware must also be installed.		
228	BATTERY BOX	Yes	No
229	The battery box shall be size 18" long x 12" high x 11" wide with a hinge.		
230	Inside the batter box shall be relays and the master switch.		
FINISH			
232	PREPARATION & FINISH	Yes	No
233	All weldments and fabricated parts shall be thoroughly cleaned to remove all grease, oil and foreign material.		
234	Weld spatter, slag, flux, rust and corrosion shall be completely removed.		
235	All carbon steel surfaces shall be abrasive blasted per SSPC-SP10 and primed with Devoe Bar Rust 235 Epoxy applied at 4 to 8 mils D.F.T.		
236	All surfaces above the waterline shall be finish coated with Devoe Devthane 379 Polyurethane paint applied at 2 to 4 mils D.F.T.		
237	All surfaces below the waterline shall be finish coated with Devoe Bar Rust 235 Epoxy applied at 4 to 8 mils D.F.T.		
238	COLOR	Yes	No
239	Equipment shall be finish coated in light blue, with black contrast and yellow trim. (unless stainless)		
240	STAINLESS STEEL FINISH		
241	Stainless steel barge shall be cured with pickling paste for a minimum of twenty four (24) hours, then power buffed with rubbing compound to a high shine finish.		
242	FASTENERS	Yes	No
243	Where applicable, fasteners shall be stainless steel grade 18/8 throughout.		
244	PARTS AVAILABILITY	Yes	No
245	Parts and fittings for the vessel and any of its accessories, (ie: engine; hydraulic lines, pumps & valves; hydraulic motors, hoses & fittings; hardware; electrical components; etc.), shall be of a current manufacture, design and size that is readily available to the Buyer.		

Section 3 – Bid Specifications – Submit with Bid

246	Odd sized, close-out or hard-to-find components are unacceptable.		
MISCELLANEOUS			
248	SPARE PARTS KIT	Yes	No
249	A spare parts kit shall be provided with the vessel at no additional cost, and shall include at least the following:		
250	hydraulic oil filter/s		
251	engine oil filter/s		
252	cutter blades		
253	vertical and horizontal shear fingers		
254	rod end bearings		
255	miscellaneous fasteners		
256	hold down clip/s and shim/s		
257	hydraulic pressure gauge		
258	hydraulic motor seal kit		
259	any other parts deemed appropriate by the manufacturer.		
260	MOBILIZER COMPATIBILITY	Yes	No
261	Stainless steel bosses shall be welded to the bow and stern of the barge to allow the connection of Dane County supplied mobilizers.		
262	SPUD ANCHORS	Yes	No
263	Electric winch spud anchors shall be located on the port and starboard sides on the stern of the vessel.		
264	The spuds shall be driven by an electric motor and 3/16" stainless steel cables capable of reaching a minimum of 7' deep.		
265	The electric switches with relays to control the spuds shall be located on the instrument panel.		
266	Motors shall be Dayton 6X190B and relays shall be Cole Hersee 24450-BX		
267	ALUMINUM STORAGE BOX	Yes	No
268	An aluminum storage box shall be installed with a size of 24" long x 18" wide x 10" high.		
269	CENTER WALK PLATFROM	Yes	No
270	A center walk platform with a ladder shall be installed between the control and engine bridge.		

***See next page for Aquatic Plant Harvester Specification Deviations**

**SPECIFICATION DEVIATIONS
Aquatic Plant Harvester**

Check One:

- No deviations from bid specifications
- Deviations from the bid specifications are present – see list below

<u>Item #</u>	<u>Deviation Explanation</u>

BID SPECIFICATIONS

Transport Barge

Item #	Description	Spec Compliance	
		Yes	No
271	ACCEPTABLE MODELS	Yes	No
272	All equipment offered shall be new and unused, and of a proven design.		
273	Equipment must not be a prototype.		
274	All models offered shall have been in regular production for a minimum of fifteen (15) years.		
275	Equipment offered shall utilize parts and components (paddle wheel motors, gearboxes, conveyor motors, hydraulic valves, hydraulic cylinders, conveyor belting, bearings, etc.) that are interchangeable with existing Aquarius Systems harvesters and/or transporters.		
276	To demonstrate compatibility, Bidder must supply a complete manual with parts catalog for equipment being offered.		
277	MANUFACTURING	Yes	No
278	All equipment shall be designed and constructed to the best industry standards.		
279	All components requiring fabrication shall be manufactured entirely at the bidder's proprietary facility, including the barges, superstructures, conveyor frames and sidewalls, operator and engine platforms, paddle wheels and guards, etc. (typical purchased finished parts such as the engine, hydraulic motors and conveyor mesh are exempt from this requirement).		
280	INSPECTIONS	Yes	No
281	The County reserves the right to visit the successful bidder's manufacturing facility at any time prior to and during production of the equipment offered for the purpose of inspection.		
282	The County shall be permitted full access to all parts of the facility when and where the equipment is being manufactured.		
283	EQUIPMENT DUE DATE	Yes	No
284	All equipment offered herein shall have a desired delivery date of May 31, 2019.		
285	DELIVERY	Yes	No
286	Delivery shall be made by appointment only between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.		
287	The delivery location will be determined by the County upon notification that the equipment is ready for shipment.		
288	Prices quoted shall include freight charges prepaid and included (FOB Destination) unless otherwise stated.		
289	FLUID LEVELS	Yes	No
290	The equipment shall be delivered with all system fluids filled to working level, with the exception of diesel and/or gasoline fuels.		

Section 3 – Bid Specifications – Submit with Bid

291	MANUALS	Yes	No
292	Two complete sets of operating manuals including technical parts identification bulletins, engine manual, operation and maintenance instructions shall be provided to the County upon delivery of the equipment.		
293	One copy shall be supplied in electronic format.		
294	A copy of the current complete manual for the equipment specified shall be supplied in electronic format on a flash drive with the bid documents. Failure to provide manual information may be cause for disqualification.		
295	CERTIFICATES OF ORIGIN	Yes	No
296	One (1) original Manufacturer's Certificate of Origin shall be provided for each piece of equipment purchased through this RFB.		
297	WARRANTY	Yes	No
298	All equipment offered shall have a minimum one (1) year warranty.		
299	Bidders must attach a written description of the warranty with their offer. Failure to do so will result in disqualification.		
300	SHOP DRAWINGS	Yes	No
301	Shop drawings shall be submitted for County approval prior to construction and fabrication.		
302	LIST OF COMPONENTS	Yes	No
303	A list of equipment and instrumentation with model numbers and quantities shall be provided.		
304	GENERAL REQUIREMENTS	Yes	No
305	A transport barge designed to work with aquatic plant harvesters specified herein shall be supplied.		
306	The transport barge sought herein shall be a completely self-contained system, self-powered, capable of operating on the water and transportable over public roads.		
307	The transport barge shall be capable of loading and unloading aquatic plants and marine floatables without manual assistance.		
308	OVERALL OPERATING DIMENSIONS – shall not exceed:	Yes	No
309	Length: 32 feet 10 inches		
310	Width: 11 feet 2 inches		
311	Height: 9 feet 10 inches		
312	OVERALL SHIPPING DIMENSIONS – shall not exceed:	Yes	No
313	Length: 32 feet 10 inches		
314	Width: 11 feet 2 inches		
315	Height: 10 feet 8 inches		
316	SHORE CONVEYOR POWER	Yes	No
317	None		

FLOTATION BARGE			
319	HULL	Yes	No
320	The vessel hull shall be designed to withstand all stresses to which it is normally subjected.		
321	The hull shall consist of a rectangular shaped barge with no add-on pontoons, protrusions or sponsons.		
322	Catamaran hulls are not acceptable.		
323	CONSTRUCTION	Yes	No
324	The barge shall be constructed of minimum 12 gauge steel sheet welded over a substantial internal angle iron framework. Internal support structure shall consist of angle iron cubes on maximum 24" centers throughout the barge.		
325	All deck load bearing areas must be reinforced with additional internal support angles and ¼" plate stainless steel on the deck.		
326	All barge outer skins and internal structures shall be fabricated using 304L stainless steel.		
327	REINFORCEMENT STRUT	Yes	No
328	Barge sidewalls, port and starboard, shall be formed and constructed with an indented reinforcement strut measuring approximately 4" tall and extending the entire length of the barge.		
329	This strut shall also serve as a maximum draft / full load indicator and shall be accented with high visibility pin striping, which shall also measure approximately 4" tall and extend the entire length of the barge.		
330	BOTTOM PROTECTION	Yes	No
331	Replaceable 3.5" x 3.5" high density polyethylene runners shall protect the full length of the barge bottom and assist in guiding the transport barge on and off a trailer.		
332	Runners shall be mounted with a spacing of 68.5" on center.		
333	COMPARTMENTS	Yes	No
334	The hull shall have a minimum of three (3) airtight and watertight compartments, each fully tested under pressure.		
335	Each compartment shall have a 2" NPT inspection plug on the port side deck and a ½" NPT drain plug on the lower starboard side.		
336	OUTFITTING	Yes	No
337	Four (4) lifting eyes and four (4) tie-down cleats shall be located near the four corners of the barge deck.		
338	Anti-skid pads shall be mounted to the barge deck on both the port and starboard sides.		
339	BOW	Yes	No
340	The bow of the hull shall be designed in a "V" shape to maximize hull speed, reduce resistance when cutting through the water and to increase stability.		

Section 3 – Bid Specifications – Submit with Bid

341	A heavy duty clevis shall be mounted to the forward center of the barge.		
342	DIMENSIONS – approx. barge dimensions shall measure:	Yes	No
343	Length: 27 feet 0 inches		
344	Width: 11 feet 2 inches		
345	Height: 30 inches		
346	DRAFT REQUIREMENTS: Max. allowable draft shall be:	Yes	No
347	Empty: 10 inches		
348	Fully Loaded: 21 inches		
#1 CONVEYOR: LOADING & UNLOADING HEAD			
350	CONSTRUCTION	Yes	No
351	The #1 conveyor shall consist of a bow mounted structural pivoting frame supporting the loading and unloading conveyor.		
352	The conveyor bed shall be made of structural steel with formed sheet metal sidewalls.		
353	HITCHING BAR	Yes	No
354	The forward end of the #1 conveyor shall be fitted with a hydraulically adjustable hitching bar designed to aid in the transfer of vegetation and debris from the collection vessel.		
355	FUNCTION	Yes	No
356	The loading and unloading head shall serve to receive collected vegetation and debris from the collection vessel, and then transfer that material into a shore conveyor or similar unloading device.		
357	Plants and refuse shall be brought on board by means of hydraulically powered conveyor belts traveling at a minimum of 20' per minute.		
358	DRIVE SHAFT	Yes	No
359	The loading and unloading conveyor drive shall be a bearing mounted tube shaft with a minimum of fourteen (14) drive sprockets.		
360	Conveyor shall be driven by ½" steel x thirteen (13) toothed machined and shouldered sprockets welded to the shaft. Ball type sprockets and forged steel sprockets are not acceptable.		
361	IDLER SHAFT	Yes	No
362	The conveyor idler roller shall be a bearing mounted smooth tube shaft.		
363	TENSIONING DEVICES	Yes	No
364	Proper belt tension on the pick-up conveyor shall be maintained via two (2) external telescoping threaded tensioning devices at the idler shaft.		
365	CONVEYOR MESH	Yes	No
366	Conveyor mesh shall be standard duty 1" x 1" galvanized flat wire belting.		
367	CATWALK	Yes	No
368	A catwalk shall be installed on the port side.		

#2 CONVEYOR: STORAGE HOLD CONTAINER			
370	CONSTRUCTION	Yes	No
371	The storage hold shall consist of two (2) separate structural steel frames with formed sheet sidewalls.		
372	The storage hold conveyor design shall allow for a minimum of 3" clearance between the conveyor belting and the top side of the barge.		
373	#2 CONVEYOR DRIVE SYSTEM	Yes	No
374	The #2 storage hold conveyor shall be driven by two (2) high torque hydraulic motors by means of positive chain drive coupling.		
375	Splined couplings are not acceptable.		
376	Hydraulic motors shall be of sufficient capacity to move a fully loaded conveyor belt.		
377	The #2 conveyor belt speed shall be 20' per minute.		
378	STORAGE CAPACITY	Yes	No
379	The storage hold container shall be self-draining and have a minimum capacity of 800 cubic feet or 14,000 pounds, whichever is reached first.		
380	DRIVE SHAFTS	Yes	No
381	Storage conveyor drives shall be bearing mounted tube shafts with a minimum of fourteen (14) drive sprockets.		
382	Conveyors shall be driven by ½" steel x thirteen (13) toothed machined and shouldered sprockets welded to the shaft.		
383	Ball type sprockets and forged steel sprockets are unacceptable.		
384	IDLER SHAFTS	Yes	No
385	Storage conveyor idler rollers shall be bearing mounted smooth tube shafts.		
386	TENSIONING DEVICES	Yes	No
387	Proper belt tension on the storage hold conveyors shall be maintained via external threaded tensioning devices on the bearing plates.		
388	The #2 conveyor tensioners shall be mounted at the idler shaft.		
389	The #3 conveyor tensioners shall be mounted at the drive shaft.		
390	CONVEYOR MESH	Yes	No
391	Storage hold conveyor mesh shall be standard duty 1" x 1" galvanized flat wire belting.		
392	CONVEYOR OPERATION	Yes	No
393	The loading and unloading conveyor, and the storage hold conveyor, shall each be independently operated, singularly or together, via hydraulic controls at the operator console.		

POWER PLANT AND HYDRAULICS			
395	LOCATION	Yes	No
396	The engine, hydraulic pump, hydraulic tank and battery shall be mounted on rubber vibration isolators on the barge stern below the operator platform.		
397	ENGINE	Yes	No
398	Shall be powered by a Tier-4-Final Diesel Engine, minimum 60 HP.		
399	Engine shall have a 12 volt electrical system and automatic low oil pressure shutdown.		
400	FUEL TANKS	Yes	No
401	The harvester shall be equipped with a permanent 50-gallon aluminum fuel tank (min. capacity).		
402	Fuel tank shall be labeled for diesel fuel, and shall include a lockable filler/breather cap(s).		
403	A separate in-line fuel filtering system shall also be supplied.		
404	Bidder must supply details on in-line fuel filtering system.		
405	HYDRAULIC PUMP SYSTEM	Yes	No
406	The engine shall directly drive a tandem pump to power each of the hydraulic props and a gear pump to power the balance of the hydraulic systems.		
407	Total flow capacity/gallons per minute (GPM) shall be sufficient to operate the twin hydraulic propellers and the loading and unloading conveyor motors simultaneously.		
408	The system should allow for all operating functions at infinitely variable speeds from zero to factory set maximum speeds.		
409	HYDRAULIC RESERVOIR	Yes	No
410	The hydraulic reservoir shall have a minimum capacity of 40 U.S. gallons and shall include a filler/breather cap, water collection drain peacock, magnetic particle collector, suction strainer, 10 micron return filter, visual oil level & temperature gauge and electronic low level sensing unit with alarm.		
411	The hydraulic tank shall be mounted on an elevated platform next to the engine.		
412	HYDRAULIC OIL	Yes	No
413	Hydraulic oil shall be environmentally safe, marine grade Clarion 46.		
414	HYDRAULIC LINES	Yes	No
415	All hydraulic lines shall be made of heavy duty stainless steel tubing, except where flexibility is required.		
416	Stainless tubing shall be uniformly shaped and bent, and shall be trimly mounted to the machine using tube clamp brackets.		
417	Where flexibility is required, high quality heavy duty double braided rubber hose shall be used.		
418	The following minimum PSI hose ratings shall be required:		
419	¼" Hose – 5000 PSI minimum		

Section 3 – Bid Specifications – Submit with Bid

420	½" Hose – 3500 PSI minimum		
421	¾" Hose – 2250 PSI minimum		
422	1" Hose – 2000 PSI minimum		
423	Rubber hose shall be guarded with nylon sheathing at all potential friction points.		
424	HYDRAULIC FITTINGS	Yes	No
425	Only high quality hydraulic fittings shall be used.		
426	All fittings shall be properly matched in size and rating to the hydraulic tubing and/or hose.		
427	Pot metal, inferior metallic fittings and/or plastic fittings are not acceptable.		
428	HYDRAULIC OPERATION	Yes	No
429	The props shall have separate speed control, both forward and reverse, by manual hydraulic control levers.		
430	All other hydraulic functions shall be independently activated by manual hydraulic control levers and/or foot pedals.		
PROPULSION SYSTEM			
432	HYDRAULIC PROPELLERS	Yes	No
433	Twin hydraulically driven propellers shall be mounted on the barge stern.		
434	Each propeller shall have separate speed control, both forward and reverse, by manual control levers.		
435	All other hydraulic functions shall be independently activated by electric toggle switches and/or foot pedals.		
436	Each propeller motor shall be protected by a cross over relief valve.		
CONTROL BRIDGE			
438	LOCATION	Yes	No
439	The operator control area shall be a raised bridge, permanently mounted at the stern of the transport barge over the power pack.		
440	Bridge shall be surrounded by safety railings with access to it from the barge deck by means of non-skid ladder steps from both the starboard and port sides.		
441	Safety railings shall have a maximum height of: 24"		
442	CONTROL CONSOLE	Yes	No
443	Manual control levers, toggle switches and/or foot pedals shall be mounted on the bridge within easy reach of an operator in the seated position. All hydraulic lines to the valve bank must be shielded. Operator console shall include at least one (1) lockable storage cabinet.		
444	CONTROL PANEL	Yes	No
445	The control panel shall be mounted to the right of the operator seat within easy reach of an operator in the seated position; maximum distance from the seat shall be 12".		

Section 3 – Bid Specifications – Submit with Bid

446	Blocking the operator's forward line of sight with the control panel is not allowed.		
447	INSTRUMENTATION	Yes	No
448	Instrumentation shall include an ignition switch, engine accelerator, tachometer, oil pressure sounder, fuel gauge, hour meter, and ammeter gauge or sounder.		
449	Gauges, controls and electrical circuitry must be of weather resistant design.		
450	A power outlet and hydraulic pressure gauge shall also be provided.		
451	OPERATOR SEATS	Yes	No
452	Two operator seats shall be an ergonomic type made of foam rubber, padded and covered with weather-proof heavy duty vinyl.		
453	OPERATOR CANOPY	Yes	No
454	A collapsible bimini sun/rain canopy shall be provided with the transport barge.		
455	Canopy shall be large enough to cover the operator platform.		
456	BATTERY BOX	Yes	No
457	The battery box shall be size 18" long x 12" high x 11" wide with a hinge.		
458	Inside the batter box shall be relays and the master switch.		
FINISH			
460	PREPARATION & FINISH	Yes	No
461	All weldments and fabricated parts shall be thoroughly cleaned to remove all grease, oil and foreign material.		
462	Weld spatter, slag, flux, rust and corrosion shall be completely removed. All carbon steel surfaces shall be abrasive blasted per SSPC-SP10 and primed with Devoe Bar Rust 235 Epoxy applied at 4 to 8 mils D.F.T.		
463	All surfaces above the waterline shall be finish coated with Devoe Devthane 379 Polyurethane paint applied at 2 to 4 mils D.F.T. All surfaces below the waterline shall be finish coated with Devoe Bar Rust 235 Epoxy applied at 4 to 8 mils D.F.T. No exceptions to this paint specification are allowed.		
464	COLOR	Yes	No
465	Equipment shall be finish coated in yellow with black and yellow trim.		
466	Stainless steel barge will not be painted.		
467	STAINLESS STEEL FINISH	Yes	No
468	Stainless steel barge shall be cured with pickling paste for a minimum of twenty four (24) hours, then power buffed with rubbing compound to a high shine finish.		
469	FASTENERS	Yes	No
470	All fasteners shall be stainless steel grade 18/8 throughout the machine where applicable.		

Section 3 – Bid Specifications – Submit with Bid

471	PARTS AVAILABILITY	Yes	No
472	Parts and fittings for the vessel and any of its accessories, (ie: engine; hydraulic lines, pumps & valves; hydraulic motors, hoses & fittings; hardware; electrical components; etc.), shall be of a manufacture, design and size that is readily available to the Buyer.		
473	Odd sized, close-out or hard-to-find components are absolutely unacceptable.		
MISCELLANEOUS			
475	MOBILIZER COMPATIBILITY	Yes	No
476	Stainless steel bosses shall be welded to the bow and stern of the barge to allow the connection of Dane County supplied mobilizers.		
477	SPUD ANCHORS	Yes	No
478	Electric winch spud anchors shall be located on the port and starboard sides on the stern of the vessel.		
479	The spuds shall be driven by an electric motor and 3/16" stainless steel cables capable of reaching a minimum of 7' deep.		
480	The electric switches with relays to control the spuds shall be located on the instrument panel.		
481	Motors shall be Dayton 6X190B and relays shall be Cole Hersee 24450-BX.		
482	ALUMINUM STORAGE BOX	Yes	No
483	An aluminum storage box shall be installed with a size of 24" long x 18" wide x 10" high.		

***See next page for Transport Barge Specification Deviations**

SPECIFICATION DEVIATIONS
Transport Barge

Check One:

- No deviations from bid specifications
- Deviations from the bid specifications are present – see list below

Item #

Deviation Explanation

_____	_____
_____	_____
_____	_____
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BID SPECIFICATIONS
Harvester Barge

Item #	Description	Spec Compliance	
		Yes	No
484	ACCEPTABLE MODELS	Yes	No
485	All equipment offered shall be new and unused, and of a proven design.		
486	Equipment must not be a prototype.		
487	All models offered shall have been in regular production for a minimum of fifteen (15) years.		
488	Equipment offered shall utilize parts and components (paddle wheel motors, gearboxes, conveyor motors, hydraulic valves, hydraulic cylinders, conveyor belting, bearings, etc.) that are interchangeable with existing Aquarius Systems harvesters and/or transporters.		
489	To demonstrate compatibility, Bidder must supply a complete manual with parts catalog for equipment being offered.		
490	MANUFACTURING	Yes	No
491	All equipment shall be designed and constructed to the best industry standards.		
492	All components requiring fabrication shall be manufactured entirely at the bidder's proprietary facility, including the barges, superstructures, conveyor frames and sidewalls, operator and engine platforms, paddle wheels and guards, etc. (typical purchased finished parts such as the engine, hydraulic motors and conveyor mesh are exempt from this requirement).		
493	INSPECTIONS	Yes	No
494	The County reserves the right to visit the successful bidder's manufacturing facility at any time prior to and during production of the equipment offered for the purpose of inspection.		
495	The County shall be permitted full access to all parts of the facility when and where the equipment is being manufactured.		
496	EQUIPMENT DUE DATE	Yes	No
497	All equipment offered herein shall have a desired delivery date of May 31, 2019.		
498	DELIVERY	Yes	No
499	Delivery shall be made by appointment only between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.		
500	The delivery location will be determined by the County upon notification that the equipment is ready for shipment.		
501	Prices quoted shall include freight charges prepaid and included (FOB Destination) unless otherwise stated.		
502	FLUID LEVELS	Yes	No
503	The equipment shall be delivered with all system fluids filled to working level, with the exception of diesel and/or gasoline fuels.		

Section 3 – Bid Specifications – Submit with Bid

504	MANUALS	Yes	No
505	Two complete sets of operating manuals including technical parts identification bulletins, engine manual, operation and maintenance instructions shall be provided to the County upon delivery of the equipment.		
506	One copy shall be supplied in electronic format.		
507	A copy of the current complete manual for the equipment specified shall be supplied in electronic format on a flash drive with the bid documents. Failure to provide manual information may be cause for disqualification.		
508	CERTIFICATES OF ORIGIN	Yes	No
509	One (1) original Manufacturer's Certificate of Origin shall be provided for each piece of equipment purchased through this RFB.		
510	WARRANTY	Yes	No
511	All equipment offered shall have a minimum one (1) year warranty.		
512	Bidders must attach a written description of the warranty with their offer. Failure to do so will result in disqualification.		
513	SHOP DRAWINGS	Yes	No
514	Shop drawings shall be submitted for County approval prior to construction and fabrication.		
515	LIST OF COMPONENTS	Yes	No
516	A list of equipment and instrumentation with model numbers and quantities shall be provided.		
517	HULL	Yes	No
518	The barge shall be constructed of minimum 12 gauge sheet 304 Stainless Steel welded over a substantial internal angle iron framework.		
519	Internal support structure shall consist of angle iron cubes on maximum 24" centers throughout the barge.		
520	All deck load bearing areas must be reinforced with additional internal support angles and ¼" stainless steel plate on the deck.		
521	CONSTRUCTION	Yes	No
522	The barge shall be constructed of minimum of 12 gauge 304 Stainless Steel sheet welded over a substantial internal 304 Stainless Steel angle framework.		
523	Internal support structure shall consist of cubes on maximum 24" centers throughout the barge.		
524	All deck load bearing areas must be reinforced with additional internal support angles and ¼" steel plate on the deck.		
525	Bidder shall submit a detailed description and drawing of barge construction. Failure to do so may result in disqualification.		

Section 3 – Bid Specifications – Submit with Bid

526	REINFORCEMENT STRUT	Yes	No
527	Barge sidewalls, port and starboard, shall be formed and constructed with an indented reinforcement strut measuring approximately 4" tall and extending the entire length of the barge.		
528	BOTTOM PROTECTION	Yes	No
529	Replaceable 3.5" x 3.5" high density polyethylene runners shall protect the full length of the barge bottom and assist in guiding the harvester on and off a trailer.		
530	COMPARTMENTS	Yes	No
531	The hull shall have a minimum of six (6) airtight and watertight compartments, each fully tested under pressure.		
532	Each compartment shall have a 2" NPT inspection plug on the port side deck and a ½" NPT drain plug on the lower starboard side.		
533	OUTFITTING	Yes	No
534	Four (4) lifting eyes/lugs adequately designed and sized to lift the weight of the finished vessel and located near the outside corners of the barge deck.		
535	Four (4) tie-down cleats that are completely separate from the lifting eyes shall also be located near the four corners of the barge deck.		
536	A minimum of 12 anti-skid grip-tape type pads shall be mounted to the barge deck on the port and starboard sides.		
537	BOW	Yes	No
538	The bow of the hull shall be designed in a "V" shape to reduce resistance when cutting through the water, to enhance the capture of vegetation and debris on the pick up conveyor and to increase stability.		
539	A heavy duty clevis shall be securely mounted toward the center of the barge, on both the bow and stern.		
540	DIMENSIONS – barge dimensions shall measure:	Yes	No
541	Length: 28 feet 0 inches		
542	Width: 11 feet 11 inches		
543	Height: 30 inches		
544	DRAFT REQUIREMENTS – max. allowable draft shall be	Yes	No
545	Empty: 13 inches		
546	Fully Loaded: 22 inches		
547	MOBILIZER COMPATIBILITY	Yes	No
548	Stainless steel bosses shall be welded to the bow and stern of the barge to allow the connection of Dane County supplied mobilizers.		

***See next page for Harvester Barge Specification Deviations**

PRICE PROPOSAL

VENDOR NAME:

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

#	ITEM	MANUFACTURER	MODEL	DEVIATIONS? YES / NO	COST
1	Aquatic Plant Harvester				\$
2	Transport Barge				\$
3	Harvester Barge				\$
4	GRAND TOTAL				\$
5	Delivery Days ARO				
6	Service/Parts/Repairs (provide name, address, phone #)				

REFERENCES – minimum of 3 required

#	CLIENT NAME	CLIENT ADDRESS	CONTACT PERSON	PHONE #	PURCHASE DATE
7					
8					
9					
10					

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 4/2018

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

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

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

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

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

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

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

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

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

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder’s certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

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

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

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

Section 5 – Standard Terms and Conditions – Submit with Bid

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.

20.0 INDEMNIFICATION & INSURANCE.

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

Section 5 – Standard Terms and Conditions – Submit with Bid

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

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

20.2.1. Commercial General Liability.

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

20.2.2. Commercial/Business Automobile Liability.

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

20.2.3. Environmental Impairment (Pollution) Liability

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

20.2.4. Workers' Compensation.

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

20.2.5. Umbrella or Excess Liability.

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

20.3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on claims-made policies, either vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

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

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

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

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

Section 5 – Standard Terms and Conditions – Submit with Bid

and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

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

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

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

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

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such

overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

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

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

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