

**Tandem Axle Truck Double Wing Accessory Equipment
Solicitation**

Columbia County Highway and Transportation Department
P.O. Box 875
Wyocena, WI 53969-0875
(608) 429-2136

Donald Nichols
donald.nichols@columbiacountywi.us
Commissioner
April 6, 2026

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

BID DUE:

Location: Columbia County Highway and Transportation Department
338 Old Highway 16 West
Wyocena, WI 53969-0875

Date: Monday, May 4, 2026

Time: 3:00 PM

BID OPENED:

Location: Columbia County Highway and Transportation Department
338 Old Highway 16 West
Wyocena, WI 53969-0875

Date: Monday, May 4, 2026

Time: 3:05 PM.

Contact: Nicholas Pergande, Fleet Superintendent
Phone: (608) 429-1025
E-mail: Nicholas.pergande@columbiacountywi.gov

Columbia County Highway and Transportation Department (County) hereby requests bids for the following items to be installed on a Tandem Truck Chassis.

- Stainless Steel Demo Box
- 9” Auger, Left and Right-Hand Spinner
- Right Wing
- Left Wing
- Front Plow

Bidders shall submit a bid with a per unit purchase price. County has the option to purchase up to a maximum of one (1) set of truck accessories for up to ninety (90) days after bid opening. Bid submittals will be publicly opened and read aloud at the Highway Building at 338 Old HWY 16W, Wyocena, WI 53969 on May 4, 2026, at 3:05 P.M., Bid awarding will be held at Columbia County Highway Committee meeting on May 7, 2026, at 8:00 A.M. Meetings are open to the public.

General Specifications and Proposal Forms for the above listed equipment may be obtained by downloading documents from Euna Open Bids/DemandStar website. Bidders must register to access free procurement documents and related information. Bidders may also obtain bid notices and documents through the Columbia County website. Bidders who do not have access to the Internet may contact Euna Open Bids/DemandStar or Columbia County Highway and Transportation for assistance.

- **Euna Open Bids/DemandStar**
 - National procurement information distribution system.
 - **Registration is FREE** in connection with the Wisconsin Association of Public Purchasers (WAPP):
<https://www.demandstar.com/app/wapp/registration>
 - Additional levels of subscription service covering local, state, regional, or

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

national territories are available at various fee rates.

- Registration assistance is available: Toll free: 1-866-273-1863;
supplierservices@demandstar.com

It is the responsibility of the bidder to regularly monitor this Website. Properly registered bidders can expect to receive automatic notification of solicitations for quotes, proposals, and bids by participating public purchasing entities. A bidder's failure to retrieve available, required procurement information and include the appropriate documentation and information in solicitation responses may result in disqualification.

Bid envelopes are to be marked in lower left-hand corner accompanied by properly completed bid submittal, acknowledgement of any/all addendums, and copy of current insurance certificate.

The Columbia County Highway Committee reserves the right to reject any or all bids, to waive any deficiencies in a bid submission as it deems appropriate, and to accept such bid or bids as will be the most advantageous to County.

All bids are to be made on the forms provided within the solicitation specifications. Published by authority of the Columbia County Highway & Transportation; Highway Committee, Chair and Donald Nichols, Commissioner.

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

Article 1 BID RECIPIENT (OWNER)

- 1.01** Bid is submitted to:
Columbia County Highway and Transportation Department
P.O. Box 875
338 Old Highway 16 West
Wyocena, WI 53969
- 1.02** The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an Agreement with OWNER, in the form included in the Documents, to provide all equipment as specified or indicated in the Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Documents.
- 1.03** Highway Department Staff will function as OWNER representative for this project.

Article 2 BIDDER'S REPRESENTATIONS

In submitting this Bid, BIDDER represents.

- 2.01** **BIDDER ACKNOWLEDGES BID IS A UNIT PRICE CONTRACT** for provision of Equipment as specified.
- 2.02** BIDDER shall perform all work in a safe manner in full legal accordance with Federal, State, County, and local rules and regulations, including but not limited to; OSHA, WDNR, etc.
- 2.03** BIDDER accepts all of the terms and conditions of the Bid. This Bid will remain subject to acceptance for 90 days after the Opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 2.04** BIDDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 2.05** After BID has been submitted, BIDDER shall not assert that there was a misunderstanding concerning the nature of WORK to be completed. BIDDER is responsible for being thoroughly familiar with the Contract Documents. Failure or omission of BIDDER to conduct due diligence shall in no way relieve BIDDER from obligation in respect to bid.
- 2.06** BIDDER has provided OWNER written notice of all conflicts, errors, or discrepancies that BIDDER has discovered and resolution provided by OWNER is acceptable to BIDDER.
- 2.07** BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for this contract. Bid is genuine and not made in the interest or on behalf of any undisclosed entity and is not submitted in conformity with any collusive agreement. BIDDER has not induced or solicited any other BIDDER to submit a false or sham bid. BIDDER has not solicited or induced any entity to refrain from bidding.

Article 3 BASIS OF THE BID

- 3.01** An executed contract will bind OWNER to make payment to the successful BIDDER as UNIT PRICE payment based upon delivery freight on board (FOB) of the Equipment to Wyocena, WI. Payment shall be made by monthly, or progress payment method based on actual quantity of Equipment provided; determined by measurement FOB Wyocena.
- 3.02** BID shall be inclusive of all labor, equipment, materials, overhead, supervision, fuel, taxes, insurance, benefits, profit and all other costs BIDDER deems necessary to fulfill requirements of the Material.
- 3.03** BIDDER's obligation will be coordinated with OWNER and shall be performed independent and without assistance from the OWNER.
- 3.04** OWNER reserves the right to nullify the Agreement between OWNER and BIDDER in the event BIDDER is unable to fulfill their obligation, at OWNER's sole determination. Cancellation, if enacted, shall terminate immediately upon BIDDER receipt of written notice from OWNER.
- 3.05** OWNER has right to award single or multiple contract(s) at OWNER discretion.
- 3.06** BIDDER shall include as part of the BASE BID proposal; all costs to coordinate the accessories to be fully compatible with the tandem truck chassis for application of the accessory package (dump box, plows, wings, spreader, etc.). Accessory BIDDER shall cooperate and work with Truck provider to assure the truck is constructed to the most optimal configuration in order to fit all

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

equipment in a fully functional capacity. Cost of this coordination is to be included within the BID.

BID: Tandem Axle Truck Double Wing Accessory Equipment

Submit in envelope; clearly marked “Tandem Axle Truck Double Wing Accessory Equipment”.

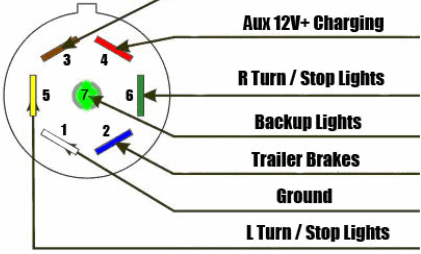

Fill in ALL the following blanks completely:

MINIMUM EQUIPMENT SPECIFICATIONS

*Mark with X if Specs are met.
(List any or all deviations)*

Body Length: 168 (14')	
Hoist Model: CS130-5.5-3 DA	
Front Style: Straight	
Side Style: Elliptical	
Rear Style: Straight	
Frame Style: 8 Western I-Beam	
Front Height: 58	
Side Height Front: 40	
Side Height Rear: 40	
Rear Height: 46	
Front Material: Stainless Steel	
Side Material: Stainless Steel	
Rear Material: 3/16 AR400 Steel Inner Panel / 7GA Stainless Steel Outer Panel	
Floor Material: 1/4 AR Steel	
Frame Material: Steel	
Outer Tailgate Material: 7GA 201 Stainless Steel Outer Panel	
Air Operated High Lift Tailgate	
Tailgate Release Type: AIR	
Tailgate Bracing Style: Full rib	
Left Front Ladder: J-Craft Folding Ladder	
Steps Inside Body: Left Front	
Front Brace Quantity: 1	
Chain slot Bracket Type: Banjo	
Dump Assist Vibrator: Mount Plate & Vibrator	
Stainless Rear Pillar Rub rail: Rear Pillar/Pillar Cap/Rub rail	
6 Rear Oval Light Cutouts: Ovals w/2.5" Side Marker Holes	
Center Lifting Bracket to Center of Each Side	
Long sills Must be Welded Solid	
Dirt Shedding Box Top Rail	
Rear hitch: Plate rear of frame no more than 6" from end of frame and mount pintle hitch with two D rings capable of pulling 60,000 lbs. with a pintle hitch of 22". Plumbed with service and emergency glad hands and wired for female 7 wire RV wired to standard DOT specifications.	


Tandem Axle Truck Double Wing Accessory Equipment Solicitation

<p>Truck (view looking into connector)</p> 		
<p>Controls: Single stick Proportional control of all hydraulics with electronic auger and spinner controlled with Force 5100 with manual override. Ground speed and blast capabilities. All modules located in cab with direct wires leading to valve actuators.</p>		
<p>Brine Controls: A 20 amp fused, 12-volt key power, battery ground, and 12 volt switched power ran to the end of the frame to a weather pack plug. The switched power is to be controlled by the Force 5100</p>		
<p>Drive: All-hydraulic direct drive</p>		
<p>Valve Bank: Monoblock Valve body for seven functions (Hoist, Plow lift, Plow reverse, Wing heel, Wing Toe, Spinner, and Auger). Add on sections available for additional functions. Single piece combined coil/cartridge valve actuators. Weather tight electrical connectors. Sealed, valve enclosure</p>		
<p>Hydraulic System Pump: Load sense system with pressure/flow compensation.</p>		
<p>PTO: Hot shift PTO with 1"-15T output shaft</p>		
<p>Reservoir: Thirty (30) gallon stainless steel hydraulic oil reservoir with sight glass and temperature gauge, ten-micron in-tank filter system with full flow by-pass; plugged system gauge and low oil warning beeper; system capable of using either all-temp standard oil or Dextron III oil.</p>		
<p>Hoses: Two (2) wire hydraulic hose used throughout entire system. Stainless steel tubing bracketed to the rear and front of truck.</p>		
<p>Electrical System: All wiring double jacketed with ethylene-propylene rubber to seal out moisture and to protect against damage. In addition to the double jacket, all wires that are in an abrasion area shall be covered with vinyl tubing for additional protection. All electrical connections are sealed against moisture. All electrical junction boxes are waterproof. All lights shall be grounded through the wiring system, not to mounting bolts. All junction boxes shall be grounded to the chassis in addition to the wiring system. All bulbs and electrical plugs shall be coated with dielectric grease to seal out moisture. Wiring harnesses shall be securely fastened to prevent damage.</p>		
<p>Tailgate bars: Keep tailgate open for spreader with side plates to keep salt in and hands out. Constructed of stainless steel.</p>		
<p>Plow: 12-ft x 48" 7 gauge steel</p>		
<p>Stand: 1 adjustable parking stand, two 4" x 13" D.A. cylinders with 2" nitride rods. All connecting points from table to moldboard to have poly bushings.</p>		
<p>Hitch: quick hitch with loop</p>		
<p>Hydraulic Cylinder: exceeds cylinder size and capacity needed for snowplowing equipment.</p>		
<p>Hydraulic Hook-up: Series 6600 couplers</p>		
<p>Blades: Rubber blades with steel backers, grade 8 plow bolts standard highway punch 3/4" holes.</p>		
<p>Paint: Sand blasted, primed and painted gloss black.</p>		

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

Wing: 9-ft right moldboard with 8-ft trip cutting edge with 4 torsion springs of at least 7/8" (not double panel); wing moldboard is broke (not rolled) 10-ga; face 28" high at the toe end and 35" high at the heel.	
Front Post: Patented A-ARM LIFT SYSTEM and at least 18" free travel and a minimum of 15" ground clearance	
Rear push brace to be standard adjustable push arm.	
Blades: Rubber blades with steel backers, grade 8 plow bolts standard highway punch 3/4".	
Paint: Sand blasted, primed and painted gloss black.	
Wing: 9-ft right moldboard with 8-ft trip cutting edge	
Front Post: A-ARM LIFT SYSTEM and at least 18" free travel and a minimum of 15" ground clearance.	
Rear push brace to be standard adjustable push arm.	
Hydraulic Cylinders: All plow cylinders must exceed cylinder size and capacity needed for snowplowing equipment.	
Blades: Rubber carbide with steel backers, grade 8 plow bolts standard highway punch 3/4".	
Paint: Sand blasted, primed and painted gloss black.	
General: The under-tailgate spreader required in these specifications shall be hydraulically operated and shall consist of steel trough, 9" diameter auger conveyor, spinner disc, and power drive. The spreader shall be capable of evenly spreading or centerline windrowing various types of granular material and/or chemicals for ice control such as sand, salt, calcium chloride, or mixtures up to a width of forty feet. The unit shall also be capable of discharging up to 3/4" aggregate for road shouldering applications. The overall trough width shall not exceed 96.5".	
Hopper: One-piece fully welded, stainless steel formed front and rear trough panels. The unit will have stainless steel hinged bottom panel that will expose the entire length of the auger for ease in clean out and service when open. The hinged bottom will be held closed by two heavy-duty over center locks with a lift handle for one-person operation. The unit shall have a discharge opening at each end of the trough. The cover will be capable of being locked in either the raised or the lowered position by a single latch on each side of the cover. To reduce the potential for material bridging, the inside width of the trough will be a minimum of 12 inches.	
Auger Mechanism: The nine-inch diameter auger shall consist of 5/8" helicoid flighting (minimum thickness at outer edge to be not less than 1/2") welded to a 2-1/2" schedule 80 pipe. The drive end of the auger will couple directly to an independent, end plate mounted, hydraulic motor capable of delivering high torque at low speeds. Shear bolts are not acceptable.	
Left and Right Hand Spinner: The spinners will consist of a single polyurethane disc with formed radial thrust vanes molded into a single unit. A hydraulic motor will be directly coupled to this disc through a hub. The spinner assembly will be adjustable, allowing for variable spread patterns to left, center, or right by sliding the spreader frame on the support shaft so that the point at which the material is deposited to the spinner disc is varied. The spinner assembly will be easily removed. The spinner speed and the auger feed rate will be both independently controlled. An integral spinner shield will be provided to prevent material from striking the back of the truck. An adjustable baffle to control spread direction will be included with the spinner assembly.	

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

<p>Mounting: The spreader described in these specifications will fasten to the sides of the dump body using a heavy-duty quick disconnect design constructed from 304 stainless steel. The design shall be such that the removal or installation of the spreader can occur without the use of special tools.</p>	
<p>Plow Lights: The plow lights shall be, high/low beam LED heated with turn signal, mounted to hood using stainless steel light brackets.</p>	
<p>Cab Shield Lights: Two; Permanent mount, Amber/Green LED lights with clear dome, one mounted on each end of the cab guard. Lights shall be raised 2 inches for better visibility.</p>	
<p>Identification Lights: Three LED red lights below the dump box on the rear of the truck. The identification lights shall be 2 ½” round lights sealed and installed in a bracket welded to the truck chassis.</p>	
<p>Work/Spotlights: Four white LED lights, one mounted to shine on each spinner, and one mounted to shine on each wing.</p>	
<p>Wing: Clearance light on the outer most part of the wing when it is down</p>	
<p>Blades: Rubber blades with steel backers, grade 8 plow bolts standard highway punch ¾”.</p>	
<p>Reverse: Two, Six-inch LED oval lights</p>	
<p>Amber Strobes: Three, oval lights</p>	
<p>Amber/Green Strobes: Four, oval lights</p>	
<p>Locations:</p> <ul style="list-style-type: none"> • Right Box Pillar: One S/T/T, one amber strobe, one amber/green strobe • Left Box Pillar: One S/T/T, one amber strobe, one amber/green strobe. • Spreader From Left to Right: Amber/green strobe, Amber strobe, S/T/T, Reverse, Amber Strobe, Reverse, S/T/T, Amber strobe, Amber/green strobe. • All Mounted in Stainless Steel Boxes 	
<p>Controls: Electrical controls located in a stainless-steel floor console. Each of six circuits shall be fused with re-settable circuit breakers. The switches shall be marine grade and rated to carry 25 amps. The salter control panel shall be designed so that it can be removed from the truck easily if service becomes necessary.</p>	

*See attached pictures setup examples.

Warranty:

All dealer warranty work to be performed on a timely basis.

Seller must provide minimum of one day start-up training including machine operation, service, and safety.

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

BID – Tandem Truck Accessory Equipment

Delivery Date: _____

Facility location, where non-county performed.
warranty work is to be completed: _____

BID
For furnishing and delivering:
Tandem Truck Accessory Package
in accordance with specifications and conditions
in this bidding document

Purchase Price Per Unit \$ _____
Dollars
(in Words)

NOTES

- Delivery date may be a factor in awarding this bid.
- A manufacturer specification sheet shall be submitted separate in accordance with the BID.
- The tandem truck shall meet the approval of the Fleet Superintendent before final acceptance and payment of unit(s).
- Delivery shall be F.O.B. to Columbia County Highway & Transportation, Wycocena, WI

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

BIDDER, _____, hereby offers the following priced options in relation to the May 4, 2026, BID for Tandem Truck Accessory Equipment Solicitation. **IE- Wedge tank brine system.**

DESCRIPTION:

EXTRA COST PER UNIT

\$ _____

DESCRIPTION:

EXTRA COST PER UNIT

\$ _____

DESCRIPTION:

EXTRA COST PER UNIT

\$ _____

DESCRIPTION:

Reproduce this page if additional sheets are needed.

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

Article 4 **MANUALS AND PARTS INFORMATION**

- 4.1 The successful dealer(s) shall furnish three complete set of shop maintenance manuals, electrical manuals, parts manuals, and operator manuals covering the tandem truck accessory equipment.
- 4.2 CD software can be substituted in lieu of the one complete set of manuals.
- 4.3 Seller must provide minimum of one day start-up training including machine operation, service, and safety.

Article 5 **BID ALTERNATES**

EQUIPMENT: BIDDER is encouraged to bid alternate equipment to this specification; however,

- Equipment shall not deviate substantially in either material, substance, or quality from the intent of the specification.
- Equipment substitution acceptance decision is entirely that of Columbia County Highway & Transportation Department and Committee and based solely on their interpretation of the specifications and the bid submitted.
- For any guaranteed buyback proposals, BIDDER may assume that the unit hours shall not exceed 750 hrs. per calendar year.

5.01 FINANCIAL: BIDDER is encouraged to bid alternate financial procurement methods to the proposal.

- BID, as presented, is an option to purchase outright with standard manufacturer warranty for the equipment as specified.
- BIDDER may provide alternate BIDs on truck in the shape and form that BIDDER deems best fits with their manufacturer's municipal (or other) funding option package(s). Alternative purchase methods may include but are not limited to.
 - Cash buyback from dealer at end of season.
 - Option to trade for alternate unit (please specify new/used, type, and model); or
 - Option to trade with cash (please specify new/used, type, model); or
 - Lease payment option to purchase unit over period of years (not to exceed five); or
 - Rent to own option to purchase unit at end of 6-month rental period with detailed rental pricing, percentage of rental contribution towards purchase option, and end of rental purchase price.
 - Alternate methods as recommended from dealer, manufacturer, or broker.
- Extended Warranty Options: BIDDER may provide alternate or additional extended warranty options as to their preference.

Tandem Axle Truck Double Wing Accessory Equipment Solicitation



COLUMBIA
COUNTY

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)
Columbia County Purchasing Division

1.0 APPLICABILITY: These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. Special provisions for a contract may also apply.

2.0 SPECIFICATIONS: The listed specifications 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. The County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

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

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

5.0 QUANTITIES: The listed 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, permits, inspections, and all other contract administration activities.

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

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract. See Columbia County Code of Ordinances Title 3, Chapter 1, Code of Ethics.

8.0 ACCEPTANCE-REJECTION: The 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 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

8.1 Bids **MUST** be dated and time stamped by the County on or before the date and time that the bid is due. Bids deposited or time stamped after the deadline will be rejected. Actual receipt by the County is necessary. Timely deposit in the mail is not sufficient. All bids must be clearly labeled with bidder name, return address, and bid title. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible responsive vendor conforming to the 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 signed by both parties shall be used.

10.1 SUBCONTRACTING: Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without the prior written consent of the County. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor shall be fully responsible for the acts, errors, and omission of subcontractor(s).

11.0 PAYMENT TERMS AND INVOICING: Unless otherwise agreed, the County will pay properly submitted vendor invoices within forty five (45) 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 the contract.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or

product by the County while any such default or breach shall exist shall in no way impair or prejudice the right of the 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 Federal Government Internal Revenue Service has issued tax exempt number 39-6005681 to the County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of motor vehicle 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 the Columbia 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 a contract and which in any manner affect the work or its conduct. The County also has the right to cancel a contract with any federally or state debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of the County.

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. 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. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

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 Safety and Professional Services and all applicable OSHA Standards. The vendor shall also comply with the County's worksite rules. Vendor shall comply, train, and accept exclusive responsibility for its employees while on County property.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from an award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, the vendor must 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 by the County shall be warranted against defects by the vendor for one (1) year from the 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: The vendor shall bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred.

Vendor shall indemnify the County against any loss, damage, injury or death caused by vendor's negligent acts or omissions or the negligent acts or omissions of vendor's agents or employees, or losses, damages, injuries or death caused by vendor's negligence and arising out of the consumption or use of the projects sold; provided, however, that nothing contained herein shall require vendor to defend or indemnify the County for losses, damages, injuries or death arising out of the negligence of the County, its agents or employees. In order to secure vendor's obligation to hold harmless and indemnify the County, vendor shall procure and maintain the following insurance:

1. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
2. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;
3. Comprehensive General Bodily Injury Liability and Property Damage Liability

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;

4. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence;

The vendor shall add the County, its officers, agents and employees and additional insurers under the Commercial, General and Automobile liability policies.

20.1 CERTIFICATE OF INSURANCE: Upon notification of award and prior to issuance of contract, the vendor shall provide the County a Certificate of Insurance with the required coverage and limits of insurance.

21.0 CANCELLATION: The County reserves the right to terminate any contract in whole or part without penalty due to non-appropriation of funds or failure of vendor/ contractor to comply with terms, conditions, performance, and specifications of a contract.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, notice of bid opening, review, and approval of procurement activities. Bid openings are public unless otherwise specified.

22.1 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will become the property of the County. The County will work with vendors to meet their confidentiality requirements, provided they are within reason. All vendors' proprietary/confidential materials must have each document or item clearly marked as such. All proprietary information will be handled in accordance with the Wisconsin public records law. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

22.2 Any material submitted by a vendor that the vendor considers confidential and proprietary information and which the vendor believes qualifies as a trade secret, as provided in Section 19.36(5) Wis. Stats., must be identified by the vendor. Pricing will not be held confidential after the award of a contract.

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

23.0 PROMOTIONAL ADVERTISING: Reference to or use of the County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited without prior specific authorization.

24.0 ANTITRUST ASSIGNMENT: The vendor and the County 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 any and all claims for overcharges as to goods, materials or services purchased in connection with a contract.

25.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale, if applicable, and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all sub-contracts and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

25.1 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS: Where payment to a vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures

Tandem Axle Truck Double Wing Accessory Equipment Solicitation

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 a bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than five (5) years after final payment is made.

failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

26.0 LICENSURE, CERTIFICATION, AND STATUTORY REQUIREMENTS: Vendor is responsible to comply with all statutory rules and regulations. All federal, state and local laws, rules and regulations governing the service described in the specification will apply and will be deemed incorporated into the contract. These requirements shall be at the vendors' expense.

26.1 Vendor shall be responsible for ensuring compliance with all Wisconsin and Federal grant funding requirements. If any of the services performed under a contract are subcontracted, the selected vendor shall ensure compliance by all subcontractors. Vendor shall comply with all reporting requirements of any grant.

26.2 The County, the Federal Government, auditors for the State of Wisconsin, or their duly authorized representatives, will have full access to and the right to examine any site, pertinent books, documents, paper and records of any invoicing transaction for a period of not less than five (5) years after the expiration or termination of a contract.

27.0 CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION: HIPAA/HITECH laws apply.

28.00 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of a contract in accordance with reasonable control and without fault or negligence on its part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the

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