

**Tri-Axle
Truck Chassis Solicitation**

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

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

Tri-Axle Truck Chassis 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 p.m.

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 p.m.

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

Columbia County Highway and Transportation Department hereby request bids for the following item;

- Tri-Axle Truck Chassis

Bidders shall submit a bid with a per unit purchase price. Columbia County Highway has the option to purchase up to a maximum of one (1) truck 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 national territories are available at various fee rates.
- Registration assistance is available: Toll free: 1-866-273-1863;
supplierservices@demandstar.com

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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 in 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 and to accept such bid or bids as will be the most advantageous to Columbia 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.

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Article 1 BID RECIPIENT (OWNER)

- 1.01** Bid is submitted to:
Columbia County Highway and Transportation
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 60 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 quoting.

Article 3 BASIS OF THE BID

- 3.01** The executed contract will bind OWNER to make payment to the successful BIDDER as UNIT PRICE payment based upon delivery FOB of the Equipment. Payment shall be made by monthly or progress payment method based on actual quantity of Equipment provided; determined by measurement FOB BIDDER plant(s).
- 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.

Tri-Axle Truck Chassis Solicitation

BID Tri-Axle Truck Chassis

Submit in envelope; clearly marked “Tri-Axle Truck Chassis” and received prior to 3:00 pm on Monday, May 4, 2026. Fill in ALL of the following blanks completely:

MINIMUM EQUIPMENT SPECIFICATIONS

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

General Service:

Expected front axle(s) load: 22,000 lbs. _____
Expected rear drive axle(s) load: 40,000 lbs. _____
Expected pusher axle(s) load: 13,200 lbs. _____
Expected gross vehicle weight capacity: 75,200 lbs. _____

Engine & Engine Equipment:

Minimum 450HP @ 1800 RPM _____
Minimum torque of 1450 lb. ft @975 RPM _____
Oil pan made of non-corrosive material _____
Jacobs engine compression brake _____
Side of hood air intake with inside/outside air with snow door _____
1500 watt/115-volt engine block heater _____
300 watt/115-volt engine oil preheater _____
Chrome engine heater receptacle mounted under LH door _____
75 mph road speed limit _____
Cruise control speed limit same as road speed limit _____
Passenger seat battery box vented to outside of cab _____
Battery disconnect switch in cab _____
Wire ground return for battery cables with additional frame ground return _____
Automatic over the road regeneration with dash mounted regeneration request switch _____
Stainless steel aftertreatment device/muffler/tailpipe covers _____
10-foot 06-inch (126 inch+0/-5.9 inch) exhaust system height _____
RH outboard under step mounted horizontal aftertreatment system _____
RH curved vertical tailpipe B-Pillar mounted routed from step _____
13-gallon diesel exhaust fluid tank _____
LH heavy duty standard diesel exhaust fluid tank location _____
Full flow oil filter _____
Gates blue stripe coolant hoses or equivalent _____
Constant tension hose clamps for coolant hoses _____
Coolant Filter _____
Delco 12V mod 3.175-39MT+ OCP starter with thermal protection _____

Transmission & Transmission Equipment

Allison 4000RDS six speed automatic w/PTO provision _____
Allison vocational package 223 – available on 3000/4000 product families with vocational models RDS, HS, MH and TRV _____
Transmission prognostics enabled _____
Stainless Steel Frame mounted water to oil transmission cooler _____
Synthetic transmission fluid _____
Transmission oil check and fill with electronic oil level check _____
Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain _____

Front Axle & Front Axle Equipment:

MFS-20-133A 22,000# FL1 71.0-inch KPI/3.74 inch drop single front axle _____
Disk Brake setup _____
TRW THP-60 power steering with RCH60 auxiliary gear _____
Synthetic front axle lube _____

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Front Suspension:

23,000# flat leaf front suspension _____

Threaded front spring pins and bushings _____

Front shock absorbers _____

Rear Axle & Rear Axle Equipment:

Tandem rear axle _____

4.88 rear axle ratio _____

Iron rear axle carrier with optional heavy-duty axle housing _____

Driver controlled traction differential - both tandem rear axles _____

(1) interaxle lock valve supplies (1) driver controlled differential lock forward-rear axle valve and (1) rear-rear axle valve _____

Indicator light and buzzer for each interaxle lockout switch _____

Indicator light and buzzer for each differential lockout switch _____

Synthetic 75W-90 rear axle lube _____

Rear Suspension:

40,000# rear Air bag suspension _____

Standard ride height _____

55-inch axle spacing _____

Fore/aft and transverse control rods _____

Rear shock absorbers – two axles (tandem) _____

Pusher/Tag Equipment:

Hendrickson EX13 composilite 13,500# air lift steerable pusher, suspension, 15x4 brakes and FF1 axle _____

Hendrickson EX13Composilite 13,500# FF1 steerable 15x4 brake integral pusher axle _____

Hendrickson EX13 composilite 13,500# steerable air lift pusher suspension _____

(1) dash valve and (1) gauge for single lift axle _____

Reverse lift axle wiring with last state retention with ignition off _____

Regulator mounted on chassis for single lift axle _____

Hendrickson 15x4 cam pusher/tag brakes, double anchor, fabricated shoes _____

Brake dust shields _____

Hallex long stroke pusher axle service chambers _____

Hallex automatic slack adjusters with stainless steel clevis pins _____

83" Axle spacing _____

Brake System:

Disc Brake abs without traction control _____

BW AD-9SI air dryer with heater _____

Bendix oil coalescing filter for air dryer _____

Air dryer mounted outboard LH frame rail _____

Steel air tanks mounted AFT inside and/or below frame just forward of rear suspension _____

Pull cables on all air tank drains _____

Wheelbase & Frame:

13MM x 87.0MM x 311.0MM Steel frame 120 KSI _____

236" Wheelbase _____

Calculated back of cab to rear suspension (CA): 155" _____

24" integral front frame extension _____

Standard weight rear suspension crossmember _____

Chassis Equipment:

Omit front bumper, customer installed special bumper _____

Front anti-spray cab mounted mud flaps _____

Fuel Tanks:

100 gallons /378 liter minimum compacity aluminum fuel tank – LH _____

25-inch diameter fuel tank with polished stainless-steel bands _____

Fuel tanks forward _____

Plain step finish _____

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Tires, Hubs, & Wheels:

Bridgestone M864 425/65R22.5 20 ply radial front tires _____
Michelin X Multi D M/S 11R22.5 14 ply radial rear tires _____
Michelin XDXN2 energy 275/80R22.5 14 ply radial pusher tires _____
Conmet Preset Plus premium iron hubs front, pusher, and drive axle _____
Accuride 29374A 22.5x12.25 10-hub pilot 4.75 inset 10-hand aluminum disc front wheels _____
Accuride 40008 22.5x8.25 10-hub pilot 10-hand HD aluminum disc rear wheels _____
Accuride 42644 Accu-lite 22.5x8.25 10-hub pilot aluminum disc pusher/tag wheels _____
Polished front wheels _____

Cab Exterior:

111" Conventional aluminum cab _____
Omaha orange cab and black frame _____
Stainless steel cab accent molding _____
Stainless steel sill plates and driveline access in cab floor raceway _____
Painted aluminum cab skirt _____
Air ride cab _____
Stationary bright finish grille _____
Nonremovable bug screen mounted behind grille _____
Front fenders _____
2-inch fender extensions _____
LH and RH exterior grab handles with rubber inserts and RH interior grab handle mounted to a post _____
Chrome hood mounted air intake grille _____
Tunnel/Firewall liner _____
Dual Hadley air horns with shields _____
Single electric horn _____
Doors and ignition keyed the same _____
Switch, indicator light and wiring for customer furnished beacons _____
Single rectangular sealed beam headlights with bright bezels _____
Led marker lamps _____
Wiring and switch for customer furnished snow plow lamps with dual connections at bumper _____
Door mounted mirrors for 102" equipment width _____
Dual west coast stainless steel heated mirrors with LH and RH remote _____
LH and RH 8-inch stainless steel heated convex mirrors mounted below primary mirrors _____
RH down view mirror _____
RH & LH 8" Stainless steel, heated fender mounted convex mirrors with tripod bracket _____
17.5x35 inch tinted rear window _____
RH aftertreatment system cab access with plain diamond plate cover _____
Tinted door glass _____
RH and LH electric powered windows _____
Lower RH door window with Fresnel lens _____
1 piece tinted, roped in heated windshield _____

Cab Interior:

Charcoal black vinyl base level interior _____
Base LH and RH door trim _____
Black Mordura cloth seat covers _____
Basic 2.0 high back air suspension driver seat with 1 chamber air lumbar, integrated cushion extension, rear cushion tilt, and right-side arm rest _____
LH and RH door map pockets _____
Forward roof mounted console _____
Coat hooks on back wall of cab _____
Double cup/thermos holder _____

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HVAC ducting with dust/odor main fresh air filter	_____
Additional cab sidewall insulation	_____
Cab door latches with manual door locks	_____
(1) 12-volt power supply in dash	_____
Battery box mid back non-suspension passenger seat	_____
Adjustable tilt and telescoping steering column	_____
Driver and passenger interior sun visors	_____
Adjustable tilt and telescoping steering column	_____
Four spoke 18 inch leather wrapped with switches	_____
Driver and passenger interior sun visors	_____
Instruments & Controls:	_____
Non-adjustable suspended pedals	_____
Fuel filter restriction indicator	_____
Dash mounted air restriction gauge	_____
2-inch transmission oil temperature gauge	_____
Electric engine oil pressure gauge	_____
AM/FM/WB radio with front auxiliary input & Bluetooth	_____
Roof/overhead console mounted radio	_____
Power and ground wiring for CB radio in overhead console	_____
2-way radio roof mounted antenna	_____
Prep kit for 2-way radio mounted in lower dash	_____
Multi-band AM/FM/WB/CB LH mirror mounted antenna system	_____
Prep kit for under dash mounted VHF radio	_____
Forward center roof mounted UHF/VHF radio antenna	_____
Marker light switch integral with headlamp switch with headlight/marker light interrupter switches on steering wheel and dash switch for customer furnished snow plow lights	_____
Self-cancelling turn signal switch	_____
97 DB back up alarm	_____
5 years Detroit Connect base package	_____

Warranty:

Basic vehicle warranty of one-year unlimited miles including towing and roadside assistance shall be provided. An extensive engine warranty of seven years or 250,000 miles shall be provided to include engine hard parts plus fuel injectors, turbocharger, air compressor, electrical harness and connectors, front and rear crankshaft seals, after-treatment NOx sensors, after-treatment pressure sensors, after-treatment temperature sensors, after-treatment control module, DEF pump/metering unit/injection unit, after-treatment mounting system and clamps, diesel oxidation catalyst & housing, diesel particulate filter & housing, SCR catalyst & housing.

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

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OPTIONAL PRICED ITEMS

BIDDER, _____, hereby offers the following priced options in relation to the May 4, 2026 BID for “Tri-Axle Truck Chassis Solicitation”.

BID UNIT: _____ **EXTRA COST PER UNIT** **\$** _____

DESCRIPTION: _____

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DESCRIPTION: _____

BID UNIT: _____ **EXTRA COST PER UNIT** **\$** _____

DESCRIPTION: _____

BID UNIT: _____ **EXTRA COST PER UNIT** **\$** _____

DESCRIPTION: _____

Reproduce this page if additional sheets are needed.

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Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Article 5 **MANUALS AND PARTS INFORMATION**

The successful dealer(s) shall furnish one complete set of shop service and/or electrical manuals, parts manuals, and operator manuals covering the truck(s).
CD software can be substituted in lieu of the one complete set of manuals.

Article 6 **BID ALTERNATES**

6.01 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 guarantee buyback proposals, BIDDER may assume that the unit hours shall not exceed 750 hours per calendar year.

6.02 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);
 - 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.

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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.

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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.

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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

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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

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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.

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

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

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