

**Single Axle Truck Single Wing Accessory Equipment
Solicitation**

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

Chris E. Hardy, PE
chris.hardy@columbiacountywi.gov
Highway Commissioner
February 23, 2024

Single Axle Truck Single Wing Accessory Equipment Solicitation

PROPOSAL DUE:

Location: Columbia County Highway and Transportation Department
338 Old Highway 16 West
Wyocena, WI 53969-0875
Date: Tuesday, April 2, 2024
Time: 2:00 p.m.

PROPOSAL OPENED:

Location: Columbia County Highway and Transportation Department
338 Old Highway 16 West
Wyocena, WI 53969-0875
Date: Tuesday, April 2, 2024
Time: 2:05 p.m.

Contact: Nicholas Pergande, Fleet Manager
Phone: (608) 429-1025
E-mail: Nicholas.pergandecolumbiacountywi.gov

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

- Stainless Steel Box
- Right Hand Wing
- Front Plow
- Spreader with Left Hand Spinner and 9" Auger
- Underbody (install County owned)

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 (120) days after bid opening.

General Specifications, and Proposal Forms for the above listed equipment may be obtained by downloading from Onvia Demandstar website.

Vendors must register to access free procurement documents and related information. Vendors who do not have access to the Internet, may contact Onvia or County for assistance.

- **Onvia DemandStar –**
 - National procurement information distribution system.
 - **Registration is FREE** in connection with the Wisconsin Association of Public Purchasers (WAPP): www.onvia.com/WAPP
 - Additional levels of subscription service covering local, state, regional, or national territories are available at various fee rates.
- **Registration assistance is available:**
 - Toll free: 1-800-331-5337; agencyservices@onvia.com

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It is the responsibility of the vendor to regularly monitor this Website. Properly registered Vendors can expect to receive automatic notification of solicitations for bids, proposals, and bids by participating public purchasing entities. Vendor 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 Department, Darren Schroeder, Chair and Chris Hardy, Highway Commissioner.

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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 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 in 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 single axle truck chassis for application of the accessory package (dump box, plows, wings, spreader, etc.). Accessory BIDDER shall cooperate and work with

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Truck provider to assure the truck is constructed to the most optimal configuration to fit all equipment in a fully functional capacity. Cost of this coordination is to be included within the BID.

PROPOSAL: Single Axle Truck Single Wing Accessory Equipment

Submit in envelope; clearly marked "Single Axle Truck Accessory Equipment".

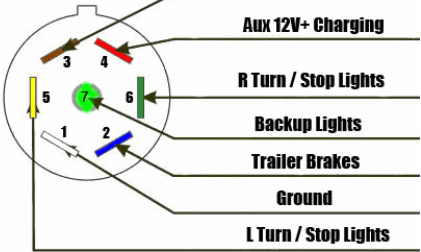

Fill in ALL the following blanks completely:

MINIMUM EQUIPMENT SPECIFICATIONS

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

| Dump Body | |
|---|--|
| Body Length: 120" (10') | |
| Body ID: 84" | |
| Body Style: Dump, ULTRA 201SS* | |
| Body OD: 96" | |
| Hoist Mounting Type: Standard | |
| 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: 7GA 201 Stainless Steel | |
| Side Material: 7GA 201 Stainless Steel | |
| Rear Material: 3/16" AR400 Steel Inner Panel / 7GA Stainless Steel Outer Panel | |
| Floor Material: 1/4" AR Steel Hardox | |
| Frame Material: A36 Steel | |
| Outer Tailgate Material: 7GA 201 Stainless Steel Outer Panel | |
| Rear Pillar Width: 18" | |
| Tailgate Release Type: AIR | |
| Tailgate Hinge Type: 1.5" Thick / 7" Offset | |
| Tailgate Thickness: 3.5" | |
| Tailgate Bracing Style: Full rib | |
| Add on Fender: 1/4" Fender in Front of Drive Wheels and Removable Mudflap behind Drive Wheels | |
| Left Front Ladder: J-Craft Folding Ladder | |
| Steps Inside Body: Left Front | |
| Side Vertical Quantity: 0 | |
| Front Brace Quantity: 1 | |
| Chain slot Bracket Type: Banjo | |
| Dump Assist Vibrator: Mount Plate & Vibrator (Cougar 3200DC) | |
| Stainless Rear Pillar Rub rail: Rear Pillar/Pillar Cap/Rub rail | |
| 4 Rear Oval Light Cutouts and two side 2.5" Marker Holes | |
| Prime Body: Floor/Understructure (Wash & Prime Only / undercoat by body builder) | |
| Light Carton: Less Lights | |
| Add Center Lifting Bracket to Center of Each Side | |
| Mailhot CS130-5.5-3 DA *L/Hyd L/Hing | |
| Assy Hinge w/Pad Rear Remlarge SS Pins | |

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|---|--|
| Assy Cabshield 24" 10GA SS201 84" | |
| Long sills Must be Welded Solid | |
| Dirt Shedding Box Top Rail | |
| Tailgate bars: Keep tailgate open for spreader with side plates to keep salt in and hands out. Constructed of stainless steel. | |
| 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 15-ton pintle hitch. Plumbed with service and emergency glad hands and wired for female 7 wire RV wired to standard DOT specifications. | |
| <p>Truck (view looking into connector)</p>   | |
| Electrical, Hydraulic, & Control Systems | |
| Controls: electronic auger and spinner controls with Force 5100 with manual override. Ground speed and blast capabilities. | |
| Drive: All-hydraulic direct drive | |
| 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 Deutsch electrical connectors. Sealed, stainless steel valve enclosure | |
| Hydraulic System Pump: Rexroth A10VNO series 80cc pump. Load sense system with pressure/flow compensation. | |
| PTO: Hotshift PTO with 1"-15T output shaft | |
| 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 Dexron III oil. | |
| Hoses: Two (2) wire hydraulic hose used throughout entire system. Stainless steel tubing bracketed to the rear and front of truck. | |
| 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. | |
| 2-Way Radio: Columbia County Highway will provide a 2-way radio to be installed on the side of the center counsel and wired to turn on/off with the key | |
| Tailgate bars: Keep tailgate open for spreader with side plates to keep salt in and hands out. Constructed of stainless steel. | |


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| 12-ft Moldboard with Trip Moldboard (Burke Road Tamer 2000 Plow or equivalent) | |
|---|--|
| Plow: 12-ft x 48" 7 gauge | |
| Table: 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. | |
| Hitch: Quick hitch with loop and latch casting, 4"x 10" D.A. lift cylinder with 2" nitride rods, painted black. | |
| Hydraulic Cylinder: 4" x 10" cylinder custom made to specifications and exceeds cylinder size and capacity needed for snowplowing equipment. | |
| Hydraulic Hook-up: Series 6600 couplers | |
| Welded carbide 6" blades with grade 9 plow bolts standard highway punch 3/4" holes. | |
| Paint: Sand blasted, primed, and painted gloss black. | |
| 9-ft Right Hand Wing (Burke Snow Patrol or equivalent) | |
| 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: At least 18" free travel and a minimum of 15" ground clearance; toe cylinder 3 1/2" x 10" S.A. cylinder with 2" nitride rod; heel cylinder 4" x 20" with 2" nitride rod and De-Cell (A-ARM LIFT SYSTEM OR EQUIVALENT) | |
| Rear push brace to be Standard Push Arm. | |
| Hydraulic Cylinders: All plow cylinders must exceed cylinder size and capacity needed for snowplowing equipment. All nitride rods. | |
| 6" welded carbide blades with grade 9 plow bolts standard highway punch 3/4" holes. | |
| Paint: Sand blasted, primed, and painted gloss black. | |
| 304 Stainless Steel SA-9 Hydraulic Spreader with Left Hand Spinner | |
| 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 shoulder berm applications. The unit shall have the capability of discharging from either the right or left side. The overall trough width shall not exceed 96.5". | |
| All sheet gauges and bar stock sizes listed throughout this specification will conform to ASTM standards. | |
| Bidders must submit their bid with complete specifications on the unit they propose to furnish. Bids with exceptions to these specifications will be considered informal. The use of any other standards will be considered. | |
| Hopper: | |
| One-piece 1/4" 304 stainless steel endplates shall be fully welded to 7-gauge 304 stainless steel formed front and rear trough panels. The unit will have a 7-gauge 304 stainless steel, 5 point 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 left end of the trough. The anti-flow plate over each point of discharge will be 10-gauge 304 stainless steel and will be removable without the use of tools. The 7-gauge 304 stainless steel combination cover and back plate will be a one piece hinged integral part of the unit. This 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. This auger will be supported by | |

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| a 1-1/4" C-1045 steel shaft. The auger shall feed material to the extreme left side for spreading, and the rotations shall be reversed to feed material to the extreme right side for berm operations (operator will manually reverse lines). On the side opposite the drive mechanism the auger shaft will be supported in a 4-bolt flange, sealed, self-aligning bearing with a grease fitting for lubrication. 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. Dual, 10-gauge carbon steel, anti-flow plates shall prevent movement of the material when the auger is stopped. | |
| Left Hand Spinner: | |
| The spinner will consist of a single 18" polyurethane disc with six formed radial thrust vanes molded into a single unit. This disc shall be capable of producing a uniform spread pattern from four to forty feet in width. An orbital type of hydraulic motor capable of delivering high torque at low speed will be directly coupled to this disc through a cast iron 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 by pulling two pins and uncoupling two hydraulic hoses. The couplers will be mounted at the left side of the auger so they can be unhooked easily without having to go under the spreader. The spinner speed and the auger feed rate will be both independently variable through the optional dual flow control valve. The spinner assembly will be hung below the auger pan to keep the spinner horizontal to the road surface at a dump box angle of up to 55 degrees from horizontal. The distance between the auger and the spinner assembly disc must be 12" once mounted. 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. | |
| Material Chute: | |
| A material chute, constructed from 10-gauge 304 stainless steel, will be provided to divert the material as far to the right as possible when producing a berm. This chute shall also be constructed for left hand mounting to provide centerline windrowing of deicing materials. The chute shall be designed for quick removal without the use of tools. | |
| 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. | |
| Lights: | |
| Plow Lights: The plow lights shall be high/low beam LED heated with turn signal, mounted to hood using stainless steel light brackets (ABL 3830-0080 SAE or equivalent). | |
| 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. | |
| Identification Lights: Three LED red lights below the dump box on the rear of the truck. The identification lights shall be 2 1/2" round lights sealed and installed in a bracket welded to the truck chassis. | |
| Side Marker Lights: Side marker lights shall be 2 1/2" LED round lights sealed and installed in cutouts in the dump box sides. | |
| Rear Lights: | |
| Stop/Tail/Turn: Four, Six-inch LED oval lights (Trucklite 60250R3 or equivalent) | |
| Reverse: Two, Six-inch LED oval lights (Maxxima M63347 or equivalent) | |
| Amber Strobes: Three, LED oval lights (Whelan 5GA00FAR or equivalent) | |
| Amber/Green Strobes: Four, LED oval lights (Sound-Off ENFS0017E-P or equivalent) | |

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| <p>Locations:</p> <ul style="list-style-type: none"> • Right Box Pillar: One S/T/T and Amber/Green Strobe. • Left Box Pillar: One S/T/T and One Amber 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. |  | One | |
| <p>Salter/Wing/Scraper Lights: Four white LED lights, one mounted to shine on salt spinner, and one mounted to shine on wing, and one to shine on each side of the scraper (Maxxima MWL-04 or equivalent)</p> | | | |
| <p>Controls: Custom designed 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> | | | |
| <p>Underbody (installation only):</p> | | | |
| <p>Install a county owned underbody. Two valve sections are required, up/down and left/right. (Contact county for model number and more information)</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.

EXCEPTIONS TO MINIMUM EQUIPMENT SPECIFICATIONS

The following specific items which were left blank on pages 5 thru 8 do not comply with specifications. (Please reference item with explanation)

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PROPOSAL – Single Axle Truck Accessory Equipment Base Package

Delivery Date: _____

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

BID

For furnishing and delivering:
Single Axle 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 single axle truck accessories shall meet the approval of the Fleet Manager before final acceptance and payment of unit(s).
- Delivery shall be F.O.B. to Columbia County Highway & Transportation, Wyocena, WI

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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OPTIONAL PRICED ITEMS

BIDDER, _____, hereby offers the following priced options in relation to the March 29th, 2024, BID for Single Axle Truck Accessory Equipment Solicitation

DESCRIPTION: _____

EXTRA COST PER UNIT \$ _____

DESCRIPTION: _____

EXTRA COST PER UNIT \$ _____

DESCRIPTION: _____

EXTRA COST PER UNIT \$ _____

DESCRIPTION: _____

Reproduce this page if additional sheets are needed.

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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 single axle 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.

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COUNTY STANDARD AND GENERAL CONDITIONS:

1. **APPLICABILITY:** The standard terms and conditions apply to Requests for Written Quotes (RFWQ), Proposals (RFP), Bids (RFB), contracts and all other applicable transactions whereby the County acquires goods or services, or both. Special provisions for a contract may also apply.
2. **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. **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. **QUALITY:** Unless otherwise indicated in the request, all material shall be new and of first quality. No pre-owned, obsolete, discontinued or defective materials may be used.
5. **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. **DELIVERY:** Deliveries shall be Freight-On-Board (FOB) destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect. BIDDER shall be responsible for accepting, unloading, storing, and handling all their own deliveries until such time that they are incorporated into the work, the work is accepted, and paid for.
7. **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract.
 - a. 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.
 - b. Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase

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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.

- c. 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. **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.

- a. 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.
- b. 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.
- c. **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; at the determination of the County.
- d. **ORDERING/ACCEPTANCE:** A formal contract signed by both parties shall be used. No work shall be started prior to receipt of the executed Contract Agreement, by both parties.
- e. **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).

- 9. **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, the County will pay properly submitted vendor invoices within forty-five (45) days of receipt

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of goods and services. Payment will be made in accordance with the unit price bid sheet for goods or services incorporated into the work; are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. **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 because of such breach or default.

10. **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.
 - a. The Federal Government Internal Revenue Service has issued tax exempt number 39-6005681 to the County.
 - b. The County is required to pay the Wisconsin excise or occupation tax on its purchase of motor vehicle fuel.
 - c. The County is exempt from Wisconsin sales or use tax on these purchases.
 - d. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state.
 - e. Vendors performing construction activities are required to pay state use tax on the cost of materials.
11. **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 more than the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.
12. **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; excepting any Federal requirement to the contrary (for example, Davis-Bacon provisions). 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.
13. **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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14. **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, or the contract withholding of payment.
15. **PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** 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.
16. **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.
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).
17. **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.

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18. 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.

- a. 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.
- b. To secure vendor's obligation to hold harmless and indemnify the County, vendor shall procure and maintain the following insurance:
 - i. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin.
 - ii. Comprehensive Automobile Bodily Injury
 1. Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person,
 2. \$1,000,000 for bodily injury or death of two or more persons in any one accident, and
 3. \$100,000 for property damage in any one accident.
 - iii. Comprehensive General Bodily Injury.
 - iv. Liability and Property Damage Liability
 1. Insurance, with limits of \$500,000 for bodily injury or death of any one person,
 2. \$1,000,000 for bodily injury or death of two or more persons in any one accident, and
 3. \$100,000 for property damage in any one accident.
 - v. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence.
- c. The vendor shall add the County, its officers, agents and employees and additional insurers under the Commercial, General and Automobile liability policies.
- d. **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.

19. 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.

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20. **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.
21. **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.
- a. 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.
 - b. 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 Wis. Stat. §19.36(5) must be identified by the vendor. Pricing will not be held confidential after the award of a contract.
 - c. Data contained in a bid, all documentation provided therein, and innovations developed because of contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.
22. **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.
23. **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 all claims for overcharges as to goods, materials or services purchased in connection with a contract.
24. **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 six (6) years after final payment is made.

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25. 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 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. LICENSURE, CERTIFICATION, AND STATUTORY REQUIREMENTS:

- a. 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.
- b. 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.
- c. 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. 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.

28. PROPERTY OF PROPOSAL: All documents submitted to the COUNTY shall become the property of the COUNTY upon submittal.

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