

## Dane County Vendor Registration Program

All bidders wishing to receive a bid/proposal award must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at <http://www.co.dane.wi.us/purch/purch.htm>, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received prior to the bid award.



REQUEST FOR BID

COUNTY OF DANE

Department of Public Works  
Solid Waste Division

**BID #5275**  
**Landfill Compactor**

Bids must be received  
no later than  
2:00 p.m., December 27, 2001

**SPECIAL INSTRUCTIONS:**

1. Place the signed Signature Affidavit as the first page of your bid.
2. Label the lower left corner of your sealed submittal envelope as follows:  
Bid #5275  
Landfill Compactor  
2:00 p.m., December 27, 2001

3. Mail or Deliver to:  
DANE COUNTY PURCHASING DIVISION  
ROOM 425 CITY-COUNTY BLDG  
210 MARTIN LUTHER KING JR BLVD  
MADISON WI 53703-3345

**BID BOND:** Not Required

**CONTRACT BOND:** A contract bond in the sum of fifty (50) percent of the amount of the guaranteed repurchase price shall be furnished by the successful bidder.

For further information regarding this bid,  
contact June Buchanan at (608)266-4133

Issued by  
Dane County Purchasing Division  
Department of Administration

December 11, 2001

LATE BIDS, FAXED BIDS, AND/OR UNSIGNED BIDS WILL BE REJECTED

**BID #5275**  
**SANITARY LANDFILL COMPACTOR**

**GENERAL INFORMATION**

**NOTE TO BIDDERS:**

Bidders are reminded to carefully examine the bid and specification upon receipt. Bidders should make a written request to June Buchanan, Purchasing Coordinator, Dane County Purchasing Division, Room 425A, 210 Martin Luther King, Jr. Blvd., Madison, WI 53703-3345, for interpretation or correction of any ambiguity, inconsistency or error discovered. Any request for change shall be submitted in writing at least five (5) working days prior to bid opening. Requests can be faxed to 608.266.4425 or e-mailed to [buchanan@co.dane.wi.us](mailto:buchanan@co.dane.wi.us). Request for changes received after that time will not be considered. If the request for change is granted, a bid addendum will be sent to all prospective bidders and, if necessary, an extension will be made to the bid opening date.

**INTRODUCTION:**

Dane County invites and will accept sealed bids until 2:00 p.m., December 27, 2001, for one (1) Sanitary Landfill Compactor with spreader blade for the Dane County Sanitary Landfill Site #2, 7102 U.S. Highway 12 & 18, Madison, WI 53718.

The unit shall be the manufacturer's heaviest duty current production model, meeting or exceeding these specifications. All items and components must be of a standard production model and not modified for bid purposes.

**BID OPENING:**

Sealed bids will be opened at 2:00 p.m. on December 27, 2001, at the Dane County Purchasing Division, Room 425A, 210 Martin Luther King, Jr. Blvd., Madison, WI 53703-3345.

**GOVERNMENT STANDARDS:**

All equipment sold to Dane County must meet Federal, State and local government safety, air emission and noise standards. The bidder must be a manufacturer or authorized dealer bidding on regularly manufactured equipment of this type. A bid will not be considered if the bidder has failed to show, without a doubt, that the bid is for regularly manufactured equipment, tried, proven and in current use.

**STATE SALES TAX/FEDERAL EXCISE TAX:**

Bids should not include Federal Excise and Wisconsin Sales Taxes as Dane County is exempt from payment of such taxes; State Statute No. 77.54(9a).

**SPECIAL CONDITION:**

All purchases are contingent upon the appropriation of funds by the Dane County governing body. This bid is for Dane County's 2002 budget; therefore, a Purchase Order will not be issued until after January 1, 2002.

**DELIVERY:**

The price shall include delivery FOB Destination to the Dane County Sanitary Landfill Site #2, 7102 U.S. Highway 12 & 18, Madison, WI 53718. If there is a freight or transportation increase prior to delivery of the unit(s), the additional increase must be at the dealer/manufacturer's expense. All equipment and accessories shall be operable at the time of delivery.

**NEW EQUIPMENT PREPARATION:**

Prior to the delivery, the equipment must be serviced by the successful bidder (dealer) in accordance with the manufacturer's standard new equipment "make-ready" recommendations. If applicable, crankcase, differential and transmission must be filled to capacity as recommended by the manufacturer, and unit must contain 1/4 tank of fuel when delivered. The equipment is to be clean. Factory pre-delivery will not be acceptable. Equipment showing a lack of proper pre-delivery service will not be accepted and invoice will not be processed for payment until equipment passes safety inspection.

**ACCEPTANCE:**

All equipment shall meet the approval of Public Works management before final acceptance. The equipment will be tested for specification compliance and failure to comply is sufficient cause for rejection. Upon request, the vendor shall provide for the demonstration of vehicle bid prior to the award of any contract.

**WARRANTY:**

The length, time and conditions of warranty must be attached to or stated in the bid document. In such cases where the location of the successful bidder makes it impractical to perform subsequent warranty and check-up service, it shall be the successful bidder's responsibility to make arrangement with an authorized dealer acceptable to Dane County. Generally, a dealer over 15 miles from the delivery site will need to make other warranty arrangements.

The seller and/or manufacturer warrants that the goods sold hereunder will be of merchantable quality, will conform to applicable specifications and will be free from defects in material and workmanship and fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the Dane County Sanitary Landfill Site #2.

**BID PROPOSAL:**

The pricing page shall be complete.

**QUESTIONNAIRE/LITERATURE:**

Bidders shall provide all information as requested. Current manufacturer's literature and specifications that clearly lists all standard equipment for Compactor must be submitted with the bid.

**SIGNATURE PAGE:**

The Signature/Affidavit Page, **signed**, must be returned with the bid. Pricing shall be complete and all information provided as requested.

**BID #5275**  
**SANITARY LANDFILL COMPACTOR**

**SPECIFICATIONS**

Bidder must complete every space in SECTION 2 - BIDDER'S PROPOSAL column with either a check mark ( ) to indicate the item being bid is exactly as specified or a description to indicate where the item being bid deviates from the specifications. Any deletions, additions, or variations from the following specifications must be noted. Any items appearing in the manufacturer's regular published specifications furnished by the bidder, are assumed to be included in the Bidder's Proposal. At the time of delivery, the equipment must meet or exceed all federal, state and local health, safety, lighting and noise standards.

SECTION 1	SPECIFICATIONS	SECTION 2 BIDDER'S PROPOSAL
Equipment	One (1) current year and model production Sanitary Landfill Compactor with Spreader Blade	MFG. _____ MODEL _____
Freight	For bid purposes, the piece of equipment will be delivered to the County's Landfill Site #2 in the City of Madison by the Bidder.	_____
Operating Weight	70,000 lbs. Minimum (includes ROPS cab & other accessories)	_____
Engine	Type – Diesel Net flywheel horsepower (SAE) – 300 minimum Water cooled Engine coolant heater 1,000 watt minimum Air intake precleaner Fuel heater Low temp starting package With ether starting aid Reversible fans	MAKE _____ MODEL _____ H.P. _____ @ R.P.M. _____ _____ _____ _____ _____ _____
Transmission	All wheel drive with no spin differentials or hydrostatic all wheel drive.	MAKE _____ MODEL _____
Steering	Articulated frame Power steering is required Minimum turning radius 24 feet	TURNING RADIUS _____
Service Refill Capacities	Fuel tank Cooling system Transmission Crankcase Front differential Rear differential Hydraulic system	_____ GALS. _____ GALS. _____ GALS. _____ GALS. _____ GALS. _____ GALS. _____ GALS.
Gauges	Ammeter or volt meter Engine oil pressure Transmission oil pressure Coolant temperature Transmission oil temperature Electric hour meter Tachometer or governor controlled Air pressure Fuel	_____ _____ _____ _____ _____ _____ _____ _____

Clearance	Overall height including cab	____ FT. ____ INCHES
	Ground clearance	____ INCHES
Shielding & Protection	Landfill attachments and shielding.	_____ _____ _____
	All belly pans hydraulically controlled. Armor wrapped hydraulic lines where wear may occur.	_____ _____ _____
Cab	ROPS cab	_____
	Sound suppressed to meet OSHA and MSHA standards	_____
	Heater and air conditioner with window defrosters	_____
	Windshield wipers- electric with washers front & rear	_____
	Tinted glass	_____
	Outside mounted rear view mirrors (left & right)	_____
	Backup alarm	_____
	Lighting system (front & rear)	_____
	Dome light	_____
	Bostrom Air Viking seat or equal	_____
	Fire Extinguisher mounted in cab	_____
	Seat belts	_____
	Ether starting aid	_____
	AM/FM radio	_____
	Air horns	_____
	Tool box	_____
	Vandalism package	_____
Manuals	1 operators manual(s)	_____
	1 shop service manual(s)	_____
	1 repair parts manual(s)	_____
Parts Availability	Stocking level, location, and distance in miles from Dane County Landfill Site #2.	_____
		Approx. _____ miles
Warranty	State in Section 2 or provide as an attachment if additional space is required.	_____
		_____ _____ _____
Delivery	Number of calendar days until delivery from bid acceptance date.	_____
	Dane County will not accept machine until after January 2, 2002.	_____
Training Availability	Operator and mechanical training.	_____ _____ _____
Capacity	Tons per day pushing and compacting (8 hour day)	APPROX. _____ TONS

Fuel Consumption	Fuel consumption for stated capacity (tons per days). Fuel heater	APPROX. _____ GALS. PER HR.
Density	Estimated density of solid waste with three passes.	APPROX. _____ #/YD. <sup>3</sup>
Blade	14' wide 6' high see-thru design 3' ground clearance 1' depth of cut Replaceable cutting edges Pull hook required	_____ _____ _____ _____ _____
Compactor Wheels	Caron pin-on-teeth Estimated wear life for rated capacity Effective coverage per pass Replacement teeth 5500 hour warranty Wheel wire cutters to protect from wire wrap on wheels. Cleaner bars front & rear	_____ _____ _____ _____
Fire Extinguisher	10 lbs. Mounted in cab. Built-in fire extinguisher system required shall be Ansul or equal.	_____ _____
Lubrication System	Total machine lubrication system required shall be Lincoln or equal.	_____ _____
Trade-In	1997 Bomag #670 is offered for trade. The Bomag can be inspected at the Dane County Sanitary Landfill Site #2, 7102 U.S. Highway 12 & 18, Madison, WI 53718. Dane County reserves the right to accept Trade-in price or to reject the trade-in price, whichever is most advantageous to Dane County.	_____ _____ _____
For Sale	Dane County may choose to sell outright the 1997 Bomag #670. You may submit a bid price for purchase of the used unit without submitting a bid for the new compactor or trade-in.	_____ _____

Alternate Proposal Specifications  
Guaranteed Maintenance Program

Dane County is desirous of obtaining an alternate proposal for a guaranteed maintenance repurchase program. The bidder must submit an offer on the original proposal to become eligible for this proposal, since we are starting with the net bid from the original proposal.

Special Conditions:

The successful bidder must be willing to enter into an agreement with the County, which will contain the following provisions:

The successful bidder will be fully responsible for the total cost of all repairs (including parts and labor) to the equipment furnished for the first 1000 hours of operation and in excess of the guaranteed maximum cost of repairs during the period of 1000 to 9500 hours of operation as recorded by the engine hour meter or five (5) years from date of delivery, whichever occurs first.

The County shall have the right to sell, lease, trade, or otherwise dispose of the equipment; however, if such action is taken, the successful bidder shall not be bound by the provisions of this section which require him to be responsible for all repairs, nor shall the successful bidder have any duty to repurchase this machine as set forth in the next paragraph.

The bidder guarantees that he will repurchase the machine from the County at the end of 9500 hours of operation as recorded by the engine hour meter or five (5) years from date of delivery, whichever occurs first. The repurchase price paid by the bidder shall be as stated in the bid.

(a) All of the equipment purchased will be operated by County personnel for sanitary landfill, construction, repair, maintenance, and other purposes for which the equipment is designed.

(b) The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, or acts of nature.

(c) The County will assume, at its expense, all costs of hydraulic fluid, lubricating oil, filters of all types, grease, fuel, anti-freeze, cutting edges, scarifier and ripper teeth, batteries, headlights, glass breakage, wire rope, cleaning and painting, and replacement teeth for Caron wheels.

(d) The successful bidder will perform all repair and maintenance work on this piece of equipment, except as stated in the following paragraph. Parts and labor shall be billed at standard rates published by the bidder.

(e) The County will maintain equipment in accordance with manufacturer's recommendations and perform the regular maintenance of greasing, oil changes, replacement of filters, etc. The bidder has the right to inspect equipment at any time and make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

(f) If the seller is unable to perform repair work within five (5) working days, the County may invoke one of the following provisions [ten (10) working days for engine overhaul]:

1. Require the seller to furnish a similar piece of equipment within 48 hours notice, or
2. Charge the sum of \$300.00 per day against the accumulated repair account.

(g) Repairs may be made by other service departments than the successful bidder if the service department chosen is agreeable to both parties.

Contract Bond:

The vendor will furnish a contract bond in the sum of fifty (50) percent of the amount of the guaranteed repurchase price of the equipment.

**PRICING**

The undersigned bidder, by their properly executed signature as required on the Signature/Affidavit page, hereby proposes to furnish and deliver **FOB Destination** to the Dane County Public works Department, landfill Site #2, 7102 US Highway 12 & 18, Madison WI 53718, one (1) Sanitary Landfill Compactor with Spreader Blade and all accessories as described in the bid document at the price named herein, in accordance with the invitation, instructions, general conditions, specifications and any special conditions, terms and conditions, stated herein, and if its bid is accepted the bidder agrees that all provisions set forth herein will become binding as a formal contract upon the fulfillment of all conditions precedent set forth herein. Dane County may at its option award Bid #5275 based on Cost, Cost less trade-in, Total Cost Bid with guaranteed buy back and guaranteed maintenance, or Total Cost Bid with guaranteed buy back and guaranteed maintenance minus trade-in. Dane County reserves the option to trade-in, sell, or to retain ownership of the used 1997 Bomag based on their sole determination of which option is most advantageous to Dane County. It is not a requirement to bid on the Sanitary Landfill Compactor to submit a bid for Item No. 3.

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.	One (1) Each Sanitary Landfill Compactor with spreader blade and all accessories in accordance with the aforementioned specifications.	\$	\$
2.	Trade-in price of 1997 Bomag #670	\$	
3.	Purchase price of 1997 Bomag #670	\$	
4.	Net cost to Dane County with trade-in. Item No. 1 unit cost less Item No. 2 trade-in cost.		\$

**ALTERNATE BID PRICING**  
**Total Cost Pricing to Include**  
**Total Cost of All Maintenance/Repairs**

The undersigned bidder, by their properly executed signature as required on the green Signature page, hereby agrees to all conditions set forth in the PRICING paragraph above, and to the Alternate Proposal Specifications Guaranteed Maintenance Program as specified hereinafter. The bidder agrees to be responsible for the total cost of all repairs (including parts and labor) except as noted in the Conditions for the first 1000 hours of operation. The undersigned also agrees to be responsible for the total cost of all repairs (including parts and labor) except as noted in the Conditions for the period of 1000 to 9500 hours of operation in excess of:

\$ \_\_\_\_\_.

This figure shall be for one compactor.

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
5.	Alternate Bid Price: Must be same price as bid in Item No. 1. Pricing	\$	
6.	Net Alternate Price: Must be the price in Item No. 1. Alternate Bid Price X 1.469 (8% interest/5 years)	\$	
7.	Less: Repurchase price at end of 5 years or 9500 hours	\$	
8.	Plus: Total guaranteed maintenance and repairs as specified	\$	
9.	Total Cost: Item No. 6 (Net Alternative Bid Price) Less Item No. 7 (Repurchase price) plus Item No. 8 (Total Guaranteed Maintenance)		\$



## **STANDARD TERMS AND CONDITIONS (Request For Bids/Proposals/Contracts)**

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

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

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

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

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by Dane County.

5.0 **QUANTITIES:** The quantities shown on this request 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. Shipment sent C.O.D. or freight collect will not be accepted.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish

the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Any increase proposed shall be submitted to the contracting department thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be 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 any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

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

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient.

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Quantities involved, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service, and past performance, will be considered in determining responsibility.

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

11.0 **PAYMENT TERMS AND INVOICING:** Dane County normally will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both, which have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions

contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: Dane 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 describe below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. Dane County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor 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: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

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

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this agreement the contractor agrees, in accordance with WI Stats. sec. 111.321 and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, and 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 contractor shall provide an harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Contractors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the county contract compliance office within fifteen (15) working days of the effective date of the contract. The county may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with the conditions of this clause may result in the contractor's being declared ineligible to do business with the county, termination of the contract, or subject to withholding of payment.

16.4 The contractor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The contractor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The contractor guarantees goods sold to Dane County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein will not infringe any patent, copyright or trademark. The contractor covenants that it will at its own expense defend every suit which shall be brought against Dane County (provided that such contractor 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 Dane County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor who is providing services to Dane County shall:

20.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the county, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000.00 CSL (Combined Single Limits), Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the

duration of this agreement and for two years following the completion of this agreement. The successful vendor shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The county reserves the right to require higher or lower limits where warranted.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

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

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

22.1 PROPRIETARY INFORMATION: If the successful vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s.134.90(1)(c), Wis. Stats., COUNTY will not release such records to the public without first notifying the successful vendor of the request for the records and affording the successful vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the successful vendor. The successful vendor acknowledges and agrees that if the successful vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, COUNTY shall be obligated to and will release the records.

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

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

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

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

25.0 ANTITRUST ASSIGNMENT: The contractor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the contractor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The county shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS: The successful bidder on a contract where payment to the contractor is based on the contractor's costs 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 contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Contractor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the years 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the years 2000; and c) contractor's internal systems, and those of contractor's vendors, are year 2000 compliant, such that contractor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT The successful bidder shall:

- Pay the county's living wage to all its employees engaged in performance of the work, whether on a full-time or part-time basis.
- Make available for the county's inspection its payroll records relating to employees providing services under the agreement.
- Submit affidavits as required in section 25.015(7), D.D. Ords.
- Display the county's current living wage poster in a prominent place where it can be easily seen and read by employees.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the successful bidder fails to comply with the provisions of s. 25.015, D.C. Ords., the county may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the contractor the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000
- The bid involves only the sale of goods to the county;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s.62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.