

BID WAIVER FORM

Purchasing Division

Rev. 01/2026



A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL

BID WAIVER TITLE/SHORT DESCRIPTION OF GOODS/SERVICES Replacement of Boat 1 for Dane County Sheriff's Office	TOTAL COST \$66,700	
	PURCHASING OFFICER Hazel Schuster	
VENDOR NAME Pharo Marine Inc.	MUNIS # 6135	REQ # 2114
DEPARTMENT Sheriff	REQUEST DATE 6/23/2026	
NAME Sgt. Kyle McNally	PHONE (608) 284-6053	
EMAIL mcnally@danesherriff.com		

Provide a detailed description of the goods/services intended to be purchased:

Dane County Sheriff's Office intends to purchase a 2025 Lund 1975 Tye boat from Pharo Marine. The Price includes a bimini top, upgraded electrical accessories, new Mercury 225XL Pro XS outboard motor, and new Shoreland'r 225 trailer. The new 2025 Lund 1975 Tye, including the items listed above, is currently available from Pharo Marine at an exceptional price as a 2025 model-year closeout. This presents a time-sensitive opportunity to acquire a fully operational replacement vessel at favorable pricing.

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Procurement Exception List

- ☐ Emergency Procurement
- ☐ Unique and specific technical qualifications are required
- ☐ A special adaptation for a special purpose is required
- ☒ A unique or opportune buying condition exists
- ☐ Only one vendor possesses the unique and singularly available ability to meet the Department's requirements

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used AND provide a detailed justification in relation to the Procurement Exception(s) chosen:

The current DCSO Boat 1 requires emergency replacement due to a leaking internal fuel cell. The current Boat 1 is a 10-year-old Boston Whaler that is out of warranty. Replacing the fuel cell would also require significant hull and foam repair, as the hull foam has been saturated with fuel. Based on preliminary assessment, the total cost to repair the existing boat, including a needed new outboard motor, would likely exceed \$40,000.

Given the age and condition of the vessel, investing this level of funding into the current boat is not cost-effective and would not be in the County's best interest. The need to maintain uninterrupted marine patrol operations makes timely replacement necessary.

Pharo Marine has been the provider of all our boat service for several years. They are located close to our boat storage and lakes we patrol. Their work and billing has been consistently professional, honest, and prompt. DCSO boats run all summer long and our relationship with Pharo Marine helps make that possible.

Bid Waiver Approval (For Purchasing Use Only)

Bid Waiver #

26BW067



Under \$46,000
(Controller)



Over \$46,000
(P&F Committee)

Date Approved

Verification Signature

PHARO

marine

5341 W. RIVER ROAD

WAUNAKEE, WI 53597

PHONE (608) 849-5950 FAX (608) 849-8855

BUYER(S) DANE COUNTY SHERIFF				HOME PHONE		DATE SOLD 06-10-2026	
ADDRESS 115 W. DOTY ST. ROOM 2002			CITY MADISON		COUNTY DANE		STATE WI
					ZIP 53703		
SALESPERSON AP		PROPOSED DELIVERY DATE			DELIVERY INSTRUCTIONS		
BOAT ☒ NEW ☐ USED		MANUFACTURER LUND		MODEL 1975 TYEE		YEAR 2025	H.I.N LBLW004F425
ENGINE ☒ NEW STARBOARD ☐ USED		MANUFACTURER MERCURY		MODEL 225XL PRO XS		YEAR 2025	SN 3B528039
ENGINE ☐ NEW PORT ☐ USED		MANUFACTURER		MODEL		YEAR	SN
TRAILER ☒ NEW ☐ USED		MANUFACTURER 2025 SHORELAND'R LUV40TMXW			V.I.N. 1MDAPAU21SA788255 (5440 GVWR)		
OPTIONAL EQUIPMENT		PRICE	ACCESSORIES		PRICE	BOAT PRICE	\$66,700.00
STAINLESS STEEL PROP		\$0.00			\$0.00	MOTOR	\$0.00
PANTHER POWER STEERING		\$0.00			\$0.00	MOTOR	\$0.00
SMARTCRAFT GAUGES		\$0.00			\$0.00	TRAILER	\$0.00
DROTTO LATCH		\$0.00			\$0.00	OPTIONAL EQUIP.	\$0.00
DUAL SUSPENSION SEATS		\$0.00			\$0.00	ACCESSORIES	\$0.00
PREMIUM GRAPHICS		\$0.00			\$0.00	DEALER PREP	\$0.00
RED RAISED LUND EMBLEM		\$0.00			\$0.00	SUB-TOTAL	\$66,700.00
2 FENDER STRAPS		\$0.00			\$0.00	TRADE-IN	\$0.00
WIRELESS PHONE CHARGER		\$0.00			\$0.00	NET SALE	\$66,700.00
2 EXTRA SPEAKERS		\$0.00			\$0.00	TAX 0.0	\$0.00
SKI PACKAGE		\$0.00			\$0.00		\$0.00
PORT ROD TUBES		\$0.00			\$0.00	UCC/LEIN	\$0.00
4 BANK ONBOARD CHARGER		\$0.00			\$0.00	REGISTRATION	\$0.00
TRAVEL COVER		\$0.00			\$0.00	CASH SALE PRICE	\$66,700.00
SPORT TOP W/ WALKWAY		\$0.00			\$0.00	DOWN PAYMENT	\$0.00
		\$0.00			\$0.00	UNPAID BALANCE	\$66,700.00
TOTAL OPTIONAL EQUIPMENT		\$0.00	TOTAL ACCESSORIES		\$0.00	REMARKS:	
OTHER TERMS OR CONDITIONS OF SALE:							
DESCRIPTION OF TRADE-IN				ALLOWANCE		Title to the above purchase shall pass to the Buyer when payment for the equipment has been made in full. (See Paragraph #2 on the back of this agreement.) Buyer(s) certifies that the terms and conditions PRINTED ON THE BACK of this Agreement have been read and understood are agreed to as a part of this Agreement the same as if printed above the signatures. Dealer and Buyer agree that if any paragraph or provision violates the law and is unenforceable, the rest of the Agreement will remain valid.	
BOAT				\$0.00			
MOTOR				\$0.00			
MOTOR				\$0.00			
TRAILER				\$0.00			
PAYOFF LENDER				\$0.00			
NET TRADE-IN VALUE				\$0.00			
Buyer's Trade-In described above is free from all liens and encumbrances whatsoever, except as Buyer has indicated herein. (See Par. #3 and #12 on the back of this agreement.)				NOTE: WARRANTY AND EXCLUSIONS AND LIMITATION OF DAMAGES ON THE REVERSE SIDE.			
PHARO MARINE INC. Not Valid Unless Signed and Accepted by an Officer or Authorized Agent of the Company By: <u>ANDREW J PHARO</u>				BUYER(S) HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAD READ AND UNDERSTANDS THE BACK OF THIS AGREEMENT. BUYER(S) ALSO AGREE THAT THE BALANCE WILL BE PAID BY ☒ CASH, ☐ CASHIER'S CHECK, OR BY THE EXECUTION OF A ☐ RETAIL INSTALLMENT CONTRACT, OR A ☒ SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY. SIGNED X _____ SIGNED X _____			

ADDITIONAL TERMS AND CONDITIONS

Buyer(s) understands that the term "rig" used in this Agreement describes the Boat, Motor, Trailer or any item or combination of items as described on the front of this Agreement. Buyer(s) also understand the term Buyer used in this Agreement pertains both to the Buyer and Buyers. BUYER(S) FURTHER AGREES (Continued from other side of Agreement):

1. **IF NOT A CASH TRANSACTION.** If this purchase is not a cash transaction, Buyer will, BEFORE or AT THE TIME OF DELIVERY of the rig purchased, in accordance with the terms and conditions on the other side of this Agreement, sign a retail installment contract, security agreement or other agreement as may be required by law.
2. **TITLE.** Title to the rig purchased will remain with Dealer until the agreed price is paid in full in cash, or Buyer has signed a retail installment contract or security agreement and it has been accepted by a bank or finance company, at which time title passes to Buyer even though the actual delivery of the rig purchased may be made at a later date.
3. **REAPPRAISAL OF TRADE-IN.** If Buyer is making a trade-in and it is not delivered to Dealer at the time of the original appraisal and if later, on its delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its general physical condition, Dealer may make a reappraisal. Buyer understands and agrees that this later appraisal value will then determine the allowance made for Buyer's trade-in.
4. **FAILURE TO COMPLETE A PURCHASE.** If Buyer fails or refuses to complete this purchase within the time frame specified in this Agreement or as specified in the Uniform Commercial Code of the state in which Buyer signs this Agreement, or within an agreed upon extension of time, for any reason (other than cancellation because of any increase in price), Dealer may keep that portion of Buyer's cash deposit which will adequately compensate Dealer for Dealer's actual, consequential and incidental damages, and all other damages, expenses, or losses which Dealer incurs because Buyer failed to Complete Buyer's purchase. If Buyer has not given Dealer a cash deposit or it is inadequate and Buyer has given Dealer a trade-in, Dealer may sell the trade-in at public or private sale, and deduct from the money received an amount that will adequately compensate Dealer for any and all of the above mentioned damages, expenses, and losses incurred because Buyer failed to complete this purchase. Retention of any portion of the cash deposit or the application of sale proceeds shall be in addition to, and not to the exclusion of, any other remedies Dealer may have at law. Buyer understands that Dealer shall have all the rights of seller upon breach of contract under the Uniform Commercial Code, except the right to seek and collect "liquidated damages" under Section 2-718. If Dealer prevails in any legal action which Dealer brings against Buyer, or which Buyer brings against Dealer, concerning this Agreement, Buyer agrees to reimburse Dealer for Dealer's reasonable attorney's fees, court costs and expenses which Dealer incurs in prosecuting or defending against that legal action.
5. **CHANGES BY MANUFACTURER.** Buyer understands that the manufacturer may make any changes in the model, or the designs or any accessories and parts from time to time, and at any time. If the manufacturer does make changes, neither Dealer nor the manufacturer are obligated to make the same changes in the unit Buyer is purchasing and covered by this order, either before or after it is delivered to Buyer.
6. **TAXES.** Buyer understands that the price of the rig Buyer is purchasing does not include any tax or taxes imposed by any governmental agency or authority prior to or at the time of delivery unless it is written on the other side of this Agreement. Buyer assumes and agrees to pay, unless prohibited by law, any and all taxes, except income taxes, that may be charged on Buyer's purchase, regardless of the person having the primary tax liability.
7. **DELAYS.** Buyer will not hold Dealer liable for delays caused by manufacturer, accidents, strikes, fires, or any other cause beyond Dealer's control.
8. **INSPECTION.** Buyer has examined the rig and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgement and inspection in determining that it is of acceptable quality.
9. **INSURANCE.** Buyer understands that Buyer is not covered by insurance on the rig purchased on the front of this Agreement and that it is Buyer's responsibility to secure insurance. Buyer will not hold Dealer responsible for any claims due to loss of damage whatsoever.
10. **WARRANTIES AND EXCLUSIONS.** BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE RIG PURCHASED, OR ANY COMPONENT(S), WHICH HAVE BEEN PROVIDED BY THE MANUFACTURERS, DEALER HAS GIVEN BUYER AND BUYER HAS READ AND UNDERSTANDS A STATEMENT OF THE TYPE OF WARRANTY COVERING THE RIG PURCHASED AND/OR COMPONENT(S) BEFORE BUYER SIGNED THIS SALES AGREEMENT. THERE IS NO EXPRESS WARRANTY ON USED RIGS, EXCEPT WHERE PROHIBITED BY LAW: (i) BUYER UNDERSTANDS THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY DEALER FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE RIG OR ANY COMPONENT CONTAINED THEREIN, (ii) BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THIS RIG OR ANY COMPONENTY CONTAINED THEREIN, AND (iii) BUYER UNDERSTANDS THAT DEALER DISCLAIMS AND EXCLUDES FROM THIS TRANSACTION ALL WARRANTY OBLIGATIONS WHICH EXCEED OR EXIST OVER AND ABOVE THE LEGAL WARRANTIES REQUIRED BY APPLICABLE STATE LAW.
11. **LIMITATION OF DAMAGES.** EXCEPT IN WV AND ANY OTHER STATE WHICH DOES NOT ALLOW THE LIMITATION OF INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, THE FOLLOWING LIMITATION OF DAMAGES SHALL APPLY. IF ANY WARRANTY FAILS BECAUSE OF ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR ANY REASON ATTRIBUTED TO THE MANUFACTURER, INCLUDING MANUFACTURERS WHO HAVE GONE OUT OF BUSINESS, BUYER AGREES THAT IF BUYER IS ENTITLED TO ANY DAMAGES AGAINST DEALER, BUYER'S DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE RIG CAUSED BY THE LACK OF REPAIRS, BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE RIG, EVEN THOUGH THE MANUFACTURER(S)' WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT BUYER CANNOT RETURN THE RIG TO DEALER AND SEEK A REFUND FOR ANY REASON.
12. **TRADE-INS.** If Buyer is trading in a used rig, Buyer agrees and certifies:
 - a. On the date this Agreement, the trade-in will become Dealer's property and Buyer will deliver to Dealer a certificate of title or registry or award of number of Buyer's trade-in showing name of the sole owner, together with proper bill of sale or other instrument of transfer sufficient to transfer title to Dealer; along with the delivery of the rig to Dealer's place of business.
 - b. If Buyer's Trade-in is registered or licensed in a State outside of the one where this order is written, Buyer will immediately have to trade-in licensed and/or registered in the State Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to the Agreement.
 - c. **BUYER CERTIFIES** that this unit or rig is solely owned by Buyer and that there are no liens or claims against Buyer's rig except for those noted on the other side of this Agreement, and that all taxes of every kind have been fully paid. In the event any government agency makes a levy or claims a tax lien or demand against Buyer's trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to the Agreement.
 - d. **BUYER FURTHER CERTIFIES** that the trade-in is seaworthy, and that its equipment is in sound running condition; the engine block, manifold and cylinder head(s) are each free of cracks or defects. Buyer understands that if within 30 days after delivery of Buyer's trade-in, Dealer finds that the rig is not seaworthy or the equipment is not in acceptable condition, that Dealer may, at Dealer's option cancel this Agreement or make such repairs or replacements as are necessary to place it in a saleable condition and deduct the cost thereof from the trade-in allowance.
13. **BROKERED RIGS.** Buyer understands that all brokered and used rigs are sold "as-is" and that Dealer makes no warranty whatsoever unless in writing on the other side. Buyer has examined the used rig and Buyer is satisfied with its condition and that the optional equipment and accessories included with it is in good working order.
14. **IN THE EVENT THAT FOR ANY REASON BUYER WOULD BE RIGHTFULLY AUTHORIZED TO REJECT ANY SEPARATELY DESCRIBED ITEM BEING PURCHASED HEREUNDER, BUYER AGREES THAT BUYER WILL STILL BE OBLIGATED TO ACCEPT AND PURCHASE ALL OTHER ITEMS AND MAY NOT REJECT OR REFUSE TO PURCHASE THE REMAINDER OF SUCH ITEMS.**
15. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT OF SALE.**