



**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION**

**BID NUMBER
101104**

DUMP BODY PARTS – BIN SALTER

OPENING DATE: 2/17/2010

BID REQUEST

Buyer No. 05

ANISSA R. PERKINS
414-223-8127

**MILWAUKEE COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT**

City Campus
2711 W. Wells Street
5th Floor
Milwaukee, Wisconsin 53208

Bid Number 101104

Posting Date: February 2,
2010

Submission Date: 2/17/2010

Note: ALL BIDS/QUOTES/RFPs are to be downloaded from the Milwaukee County website <http://www.milwaukee.gov>

COMMODITY:

DUMP BODY PARTS

TIME AND PLACE:

Sealed bids for furnishing the following will be received at the office of the Milwaukee County Procurement Office, 2711 W. Wells Street, 5th Fl. Milwaukee, Wisconsin 53208 until 1:30 P.M. on 2/17/2010. Bids will be opened and read the same day at 2:30 P.M. at the Procurement Division Office.

We agree to furnish the above according to your specifications, at prices hereon and according to conditions on this form.
ONLY CASH DISCOUNTS OF 30 DAYS OR MORE SHALL BE DEDUCTED IN DETERMINING THE LOW BIDDER
Cash discount for payment following acceptance of goods and receipt of invoice _____% _____ days.
Delivery shall be made not later than _____ work days after receipt of order. (FOB Destination) (Freight Included)
BIDS NOT MANUALLY SIGNED SHALL NOT BE ACCEPTED

Please print the following:

Firm Name _____
Address _____
City & State _____ Zip _____
Phone No. _____
Fax No. _____
Name/Title _____
Signature _____ Date _____
Email _____

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SPECIAL INSTRUCTIONS:

DUMP BODY PARTS - BIN SALTER

NO PREVIOUS BID

FURNISH THE FOLLOWING TO THE MILWAUKEE COUNTY
DEPARTMENT OF PUBLIC WORKS - FLEET MANAGEMENT

VENDOR MUST SUPPLY TWO (2) COMPLETE BID PACKETS,
INCLUDING DESCRIPTIVE LITERATURE,
OR BID MAY BE REJECTED.

PER SPECIFICATION NO.: 530.34377

BID NOTES:

Award will be made to the lowest qualified, responsive, responsible bidder as defined in chapter 32.20 of the Milwaukee County ordinances.

Cooperative Purchase

Would you be willing to extend the pricing from any contract that may result from this bid to other V.A.L.U.E. members of local government entities in the southeastern Wisconsin area?

Yes _____ No _____

Please be advised that the award of this bid by Milwaukee County is NOT contingent upon your agreement to the above request. If, however, you agree to extend to any other agencies, each agency will be responsible for issuing and administering its own contract and resulting purchase order.

Insurance Requirements

Indemnity

Except for acts done or taken at the direction of or pursuant to county policy or procedures, the contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the county, and its agents officers and employees, from all loss or expense including costs and attorney's fees by reason of statutory benefits under workers compensation laws, and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the contractor, or it's (their) agents which may arise out of or are connected with the activities covered by this agreement.

Insurance

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Contractor agrees to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for workers compensation claims as required by the state of Wisconsin, including employers liability, and business insurance covering general liability and automobile coverage in the following minimum amounts:

Workers Compensation (WI) or statutory proof of all states coverage
Employers liability \$100,000/\$500,000/\$100,000

Comprehensive General Liability

Bodily injury and property damage \$1,000,000 per occurrence
(incl. personal injury, fire, legal & contractual & products/\$1,000,000 general aggregate completed operations)

Automobile Liability

All autos and/or non-owned

Bodily injury & property damage \$1,000,000 per accident

County shall be named as additional insured, as its interests may appear, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement. Coverages shall be placed with an insurance company approved by the state of Wisconsin and rated "A" per Best's key rating guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to county, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the county for approval prior to the commencement of activities under this agreement.

Certificate of Insurance is to be sent to the Milwaukee County Procurement Division, 2711 W. Wells Street, Milwaukee, WI 53208

Code of Ethics

No person(s) with a personal financial interest in the approval or denial of a contract being considered by a county department or with an agency funded and regulated by a county department, may make a campaign contribution to any county official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a county department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.15 unless an acceptance by an elected official would conflict with this section.

Non-Collusion Statement

By signing on this document, vendor/contractor certifies that bid has been made without any connection with any other vendor/contractor and is in all respects fair and without collusion or fraud, and it is made with the understanding that no elected officer or any employee of Milwaukee County is interested therein, directly or indirectly unless otherwise stated.

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1 BID LINE

**441 MILWAUKEE COUNTY DEPT. OF PUBLIC WORKS FLEET MANAGEMENT 10320 WATERTOWN PLANK ROAD
MILWAUKEE, WI 53226**

**001 M192993 U/M EACH REQUISITION #: RX5300000034377
QTY: 14 DUMP BODY PARTS**

5.6 YARD BIN SALTER INSERT W/CALCIUM TANKS

BIN SALTER MANUFACTURE MAKE/MODEL _____

PER SPECIFICATION NO.: 530.34377

STATE WARRANTY AND/OR PERIOD _____

ENCLOSE DESCRIPTIVE LITERATURE.

\$ _____ EACH

GENERAL DIRECTIONS FOR BIDDING

1. **How to Bid**
All Bids shall be submitted on the official form furnished by the *Procurement Division* and identified with the firm name and manually signed. Unsigned bids shall not be considered. If this form does not provide sufficient space, bidders shall attach a sheet supplying the additional information. This sheet shall also be signed as required above to properly identify attachments.
2. **How to Amend a Bid Before Due Date and Time**
After a bid has been filed at the *Office of the Procurement Division* and the bidder desires to amend this bid, he may do so before the due date and time by filing an amendment fully identified with the original bid submitted by number, commodity and opening date. All of the conditions and provisions of the Invitation to Bid shall be in effect. *This must be submitted before the date and time for receipt of bid as set forth in the Invitation to Bid. No bids or amendments shall be accepted after the bid opening date and time specified.*

TERMS AND CONDITIONS OF BID

1. **Award**
The *Purchasing Administrator* reserves the right to award a separate contract for each item unless otherwise specified in the bid; any group of items, or all items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the *Purchasing Administrator*, the best interest of the County will be served thereby.
2. **Tie bids**
If there are tie bids, award shall be made in accordance with tie bid provisions as outlined in Chapter 32 of the Milwaukee County General Ordinances.
3. **Changes in specifications not permitted**
Do not change any of the terms of the specifications. Such changes shall constitute a counter offer. Any bids received with such changes shall be rejected.
4. **Execution of contract**
Successful bidder agrees to enter into contract with Milwaukee County and, when required, to furnish a performance bond of surety company authorized to do business within the State of Wisconsin in the amount specified on the Invitation to Bid, and to complete the affixing thereon of the necessary signatures of contractor and surety and return to the *Procurement Division* within fifteen working days of written request to do so.
5. **Delays in delivery**
Delays in delivery caused by bona fide strikes, government priority or requisition, riots fires, sabotage acts of God or any other delay deemed by the *Purchasing Administrator* to clearly and unequivocally beyond the contractor's control, shall be recognized by the County. The vendor may be relieved of meeting delivery time specified, if vendor files with *Purchasing Administrator* a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which, upon verification by the *Purchasing administrator*, Justifies such extension.
6. **Patents**
This order is given upon the condition that Milwaukee County is protected by the vendor against all liability, loss or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise hereby ordered, or any part thereof.
7. **Non-Discrimination**
The contractor, lessee, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 – Non Discriminatory Contracts.
8. **Delivery terms**
Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you.
9. **Taxes**
Milwaukee County is exempt from Federal Excise **Tax** and Wisconsin State Sales **Tax**. Bids should be submitted without such **taxes**.
10. **Code of Ethics**
Milwaukee County Code of Ethics states in part, “No person may offer to give to any County Officer or employee or his/her immediate family, and no County Officer, or employee or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employees' vote, official action or judgment would be influenced thereby.”
11. **New and Unused**
Bids not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless specified in the specifications.
12. **Funding**
If funds are not appropriated for payment of this contract, Milwaukee County may terminate contract at the end of any fiscal year upon 30 days written notice without any early termination penalties, charges, fees or costs of any kind to Milwaukee County.
13. **Retention of Records**
Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment under this contract
14. **Audit of Records**
Contractor shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontractors and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime contractor.

SECTION 32.20

(14) Computation of time limits expressed in hours or days shall exclude Saturdays, Sundays, and legal holidays.

32.26 PROTEST AND APPEAL PROCEDURE.

Protests to any sealed bid procurement or award recommended by the Purchasing Administrator may be made by any bidder and/or using department head as follows:

(1) Prior to Bid Opening:

- (a) Protests to form and content of bid documents shall be received by the Purchasing Administrator not less than five days prior to the time scheduled for bid opening. A protest shall be in writing and state the reason for it.
- (b) The Purchasing Administrator shall review protests and if modification is necessary, the bid opening date shall be extended and addenda containing the changes shall be sent to each bidder. If modification is rejected, the protestor shall be notified. The decision of the Purchasing Administrator is final.

(2) After Bid Opening:

- (a) Protests concerning irregularities on sealed bid opening procedures or compliance by bidders with bid documents shall be received by the Purchasing Administrator within 72 hours after time of bid opening
- (b) When a sealed bid is to be awarded to other than low bidder, all bidders shall be notified in writing by certified mail, return receipt requested, of the proposed award. Protests to the award must be delivered to the Purchasing Administrator within 72 hours after receipt of notice.
- (c) A Protest under either (a) or (b) must be in writing and state the reason for it. The Purchasing Administrator shall review the protest and notify the protestor of a decision in writing by certified mail, return receipt requested within five days. No contract shall be awarded while protest is pending. A protest, which is untimely, fails to state the reason for it or should have been made prior to bid opening, is invalid. The decision of the Purchasing Administrator disqualifying the protest for these reasons is final and cannot be appealed.

(3) Appeals to Purchasing Standardization Committee

- (a) Protests from decision of the Purchasing Administrator shall be made to the Purchasing Standardization Committee by delivering a written request for appeal hearing both to the Procurement Division and the Purchasing Standardization Committee within 72 hours after receipt of the Purchasing administrator's decision.
- (b) The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until final disposition of the protest.
- (c) The Chairman of the Purchasing Standardization Committee shall notify all interested persons of the time and place of the hearing.
- (d) The Purchasing Standardization Committee shall affirm, reverse or modify the decision of the Purchasing Administrator and its decision shall be final.

**Written appeals to the
Purchasing Standardization Committee
Shall be addressed as follow:**

**Purchasing Standardization Committee
C/O Milwaukee County Procurement Division
2711 W. Wells St, 5th Floor
Milwaukee, WI 53208**

**MINIMUM SPECIFICATION FOR A
5.6 YARD DUAL AUGER BIN SALTER WITH CAPACITY
TO CARRY 200 GALLONS OF CALCIUM CHLORIDE.
(HIGHWAY, PARKS)**

1. SCOPE AND CLASSIFICATION

- 1.1 It is the intent of this specification to describe the requirements for the purchase of fourteen (14) 5.6 Yard, dual auger bin salters with capacity to carry 200 gallons of calcium chloride.**
- 1.2 The Milwaukee County 2010 budget may contain additional build outs. Would you be willing to honor the bid price for additional units ordered prior to December 31, 2010? If no, what would be the increase dollar amount per spreader?**

Yes ___ No ___ Increase Amount \$ _____

2. CODE OF ETHICS

- 2.1 No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with any agency funded and regulated by a County department may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section.**

3. DOCUMENTS

- 3.1 Each vendor shall provide two (2) complete bid packages including informational/promotional literature that describes the equipment to be installed.**

4. REQUIREMENTS

THE COMPLIANCE SPACE MUST BE COMPLETED THOROUGHLY AND ACCURATELY. IF A VENDOR CHECKS “NO” TO MEETING ANY OF THE SPECIFICATIONS, THEY MUST INCLUDE A WRITTEN EXPLANATION AND ATTACH IT TO THE BID.

4.1 SALTER INSERT BODY REQUIREMENTS

4.1a DESCRIPTION

1. 5.6 Yard capacity.
2. Hopper length shall be minimum 10 feet.
3. Hopper width shall be minimum 84”.
4. Sides shall have a 45 degree slope.
5. Hopper seams shall be continuous welded on inside.
6. Sides, ends and side supports shall be 10 gauge 304 Stainless Steel.
7. Long sills shall be 7 gauge 304 Stainless Steel.
8. Dual auger trough shall be 7 gauge 304 Stainless Steel.
9. Top edge of hopper shall have “J” channel formed for strength.
10. Cross sills shall be formed 7 gauge 304 Stainless Steel.
11. A heavy duty Stainless Steel lifting loop shall be welded in each corner for ease of removal and transport of bin salter.
12. All hardware shall be Stainless Steel.
13. Bid Compliance Yes___ No___

4.1b AUGER REQUIREMENTS

1. There shall be a dual 7” diameter variable pitch auger conveying system.
2. Each auger shall be driven by a hydraulic motor. One of the motors must have an integral speed sensor.
3. There shall be an inverted “V” constructed of 304 Stainless Steel located above the dual augers to keep material from preventing auger start up.
4. Dual auger bearings shall have extension hoses on bearings to have ability to grease when bin salter is in truck.
5. The auger motors shall be protected by bolt on auger guards.
6. Bid Compliance Yes___ No___

4.1c SPINNER CHUTE REQUIREMENTS

1. Spinner disc shall be 20" diameter and be made of polyurethane.
2. Drive motor must be connected directly to spinner, no use of driveshaft with bearings.
3. The material shall be guided from the auger to the distribution disc by means of two internal adjustable 10 gauge Stainless Steel material deflectors. The deflectors must have a five position locking system.
4. There shall be four external deflectors mounted at the bottom of the spinner chute. Three of the deflectors must be adjustable without tools with the front deflector fixed.
5. There shall be a spinner bypass chute to permit the unloading of material without running the material over the spinner. The bypass chute shall have a quick latch system pinning into position without the use of tools.
6. The spinner chute shall be able to be tipped up by means of a hand crank to allow for use of the pintle hook.
7. Bid Compliance Yes___ No___

4.1d TOP SCREEN REQUIREMENTS

1. Top screens shall be constructed of 3/8" rod welded to form approximately 2.5" squares mesh.
2. Screens shall have anti-freeze hinges.
3. Screens shall be secured with a hydraulic interlock kit that prevents the screens from being opened when the auger hydraulic circuit is connected.
4. Both sides of V-box shall have rubber belting fastened to the top edge of the spreader lengthwise to eliminate salt spillage in to the dump body. Width of rubber belting will be determined by the side height of the dump body and discussed with successful bidder.
5. Bid Compliance Yes___ No___

4.1e CALCIUM TANK REQUIREMENTS

1. There shall be two molded poly pre-wet tanks mounted on the v-box with Stainless Steel mounting hardware.

2. **The tank shall be a minimum of 100 gallons on each side.**
3. **The pre-wet pump shall consist of a hydraulic driven 4 GPM bronze pre-wet pump with flow meter mounted in a fiberglass enclosure. *NOTE* The truck will already have the pre-wet valve in the valve assembly.**
4. **There shall be a variable displacement orifice located inside the spinner chute for liquid material discharge.**
5. **Unit shall be equipped with a flush kit and a cross over kit to connect both tanks.**
6. **Bid Compliance** Yes___ No___

4.1f BIN SALTER MOUNTING REQUIREMENTS

1. **Bin salter shall have a trunnion tailgate latch constructed of 304 Stainless Steel.**
2. **Dump body hold down kit with chain binders shall be supplied with bin salter.**
3. **Bid Compliance** Yes___ No___

4.1g PAINT REQUIREMENTS

1. **All metal surfaces are to be cleaned to remove slag, splatter, oxide, and oil residue.**
2. **Stainless Steel components shall remain unpainted.**
3. **Non-Stainless Steel parts to be painted black.**
4. **Bid Compliance** Yes___ No___

5. GENERAL SPECIFICATIONS

5.1 NEW EQUIPMENT

- 5.1a** **The equipment shall be the current, new and unused model built by the manufacturer. The equipment must be delivered completely assembled and ready for operation at the time of delivery.**

5.2 PARTS AND SERVICE

- 5.2a The vendor must have an authorized parts and service facility located within 110 miles of Milwaukee County with a sufficient stock of parts and trained technicians to service the equipment.**

5.3 MANUALS

- 5.3a The successful vendor shall upon delivery, furnish three (3) complete set of parts and service manuals that cover the equipment, and the attachments, specified. Five hundred (\$500) dollars of the final payment will be withheld until all of the above is received.**

5.4 TRAINING

- 5.4a The successful vendor shall, at a time mutually agreeable with Milwaukee County, provide up to four (4) hours of training to operators and service technicians covering the operation and maintenance of the equipment if requested.**

5.5 WARRANTY

- 5.5a The warranty shall start the first day the vehicle is placed in service. The manufacturer shall warrant the entire vehicle, furnished equipment and devices against parts failure or malfunction due to design, construction, installation or errors in assembly of components, defective materials and workmanship. The vendor shall include with the bid document a warranty statement outlining the base warranty covering the vehicle/equipment bid.**
- 5.5b Should any vehicle in this bid encounter a defect while under warranty, the vendor will be responsible for all costs associated with transporting the vehicle to and from an authorized service facility. The vendor will be required to respond to all warranty requests for service, including picking-up of the vehicle, within 24 hours of being contacted by Milwaukee County Fleet Management. All repairs covered under warranty are to be completed on a timely basis.**
- 5.5c Any extended warranty options shall be listed and priced separately as an alternative as per Section 4.6.**

5.6 ALTERNATIVES AND APPROVED EQUAL

5.6a If an approved equal is requested, the bidder shall request consideration for approved equal status by submitting the appropriate documentation demonstrating equal status a minimum of ten (10) working days prior to the time scheduled for bid opening. Milwaukee County reserves the right to not consider requests that are submitted without adequate documentation and/or less than ten (10) working days prior to the time scheduled for bid opening.

5.7 DEMONSTRATION

5.7a Milwaukee County reserves the right to request a demonstration of any bidder's proposed equipment prior to issuance of a purchase order.

5.8 PRICE AND DELIVERY

5.8a The price bid for the equipment must be **NET PRICE DELIVERED**. Any bid modifying or "escalator" clauses will not be considered.

5.8b The vendor shall state the length of time required for delivery to Milwaukee County. Delivery to Milwaukee County must occur within 30 days after the vendor receives the vehicle from the supplier.

DATE VEHICLE WILL BE DELIVERED TO MILWAUKEE

COUNTY _____