

Wake County Government

Request For Bid #09-112

Pre-Crushers – Wake County Solid Waste
Convenience Centers



Issued By: Wake County Procurement Services

The intent of this Request for Bids is to purchase two (2) pre-crushers for use at 2 convenience centers in Wake County, NC. The specific location for the pre-crushers is still under review. Installation on-site, anchor and final electrical hook-up by others. The County reserves the right to purchase additional unit(s) under the same bid specification and price for a period of six (6) months from date of award.

This document contains the bidding requirements along with the technical specifications for the pre-crushers.

Bid Due Date & Time: 2:00pm Tuesday, Oct. 20, 2009

Deliver Bids To: Tom Wester – Room 926

Wake County Procurement Services
Wake County Office Building
337 S Salisbury Street (27601)
PO Box 550 (27602)
Raleigh, NC

Late bids, regardless of delivery means, will not be accepted!!!!

All questions must be submitted in writing to Tom Wester at the above address or e-mailed to: twester@co.wake.nc.us Questions may be submitted up until Oct. 6, 2009.
No questions will be answered or accepted after date. !!!!

All clarifications and changes will be issued by written addenda only. Wake County assumes no responsibility for any oral information. Wake County reserves the right to reject any and all bids and make award as in the best interest of the county, considering all factors, including but not limited to: price, quality, performance, references, delivery time, etc. It is solely the bidder's responsibility to ascertain that they have all correct information, including any and all addenda prior to submitting a bid.

GENERAL: These specifications have been written by the Wake County Facilities Design & Construction for the purpose of purchasing pre-crushers for use at various convenience centers in Wake County. The specific details shown herein shall be considered minimum unless otherwise shown and ***the pre-crushers are to be built to these specifications (or better)***. The specifications, terms and conditions included with this Request for Bids shall govern in any resulting contract(s) unless approved otherwise in writing by Wake County. Bidder consents to jurisdiction and venue in a state court of competent jurisdiction in Wake County, North Carolina.

ACCESSORIES: All units supplied under this bid request must be complete as specified. Any appurtenances, accessories or services not mentioned in the

specifications, but necessary to furnish a complete unit ready for use upon delivery, shall be furnished.

EQUIPMENT GUARANTEE WITH BID: The bidder must guarantee that the material and workmanship of the equipment is of the highest standards of the current state of the art, and in keeping with the design incorporating the specifications under each item, and that equipment offered is new and, except for testing, calibrations and transportation, is unused equipment; also, that no attachment or part has been substituted or applied contrary to the manufacturer's recommendation and standard practice.

In the event that any article, service, or process sold, delivered and/or performed hereunder shall be covered by any patent, copyright, or application for either, the successful bidder will indemnify and save harmless Wake County from any and all loss, cost or expenses on account of any and all claims, suits or judgments on account of the use or sale of such article or the use of such service or process in violation of rights under such patent, copyright or application for either.

In the event any article, service or process sold and delivered or sold and performed hereunder shall be defective in any respect whatsoever, the successful bidder will indemnify and save harmless Wake County from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article, service or process and are contributed to by said defective condition.

BID OPENINGS: **Bids will be opened at the date and hour as stated in this request for bids and no bid received after the date and hour as set forth herein will be accepted or considered.** The clock maintained in Wake County Procurement Services, Room 926, is the official time for determining receipt of bids. It shall be the specific responsibility of the bidder to deliver his or her bid to the designated place prior to the announced time of the bid opening. Late delivery of a bid for any reason, including delivery by the U.S. Postal Service or any other carrier, shall disqualify the bid.

CONTACT PERSONNEL: The successful bidder will designate a competent individual, acceptable to the purchaser, to perform the contractor's sales functions. This person shall serve as the single point of interface between the purchaser and the contractor on all matters concerning the contract.

RIGHT TO REJECT BIDS: Wake County reserves the right to reject any and all bids, to waive all technicalities and irregularities, and to make the award considered to be in the best interest of the County.

SAVE HARMLESS: The successful bidder shall indemnify and save harmless the County from suits, actions, damages, and costs of every name and description resulting from work under a contract during its prosecution and suits brought against the County and the contractor for or on account of the use of patented appliances, products, or processes, or the infringement of any patent, trademark, copyright, or alleged

negligence on the part of the contractor.

TAXES:

A. FEDERAL TAXES.— Wake County is exempt from Federal Excise Taxes and Transportation Taxes. The County will issue exemption certificates only upon request of the contractor. All requests for tax refunds are to be handled by the contractor. The county will not guarantee any Federal Tax Refunds to the contractor.

B. STATE TAXES — Wake County is liable for North Carolina Sales and Use Taxes, however, this item shall not be shown on the bid but shall be added to the invoices as a separate item.

AWARD OF CONTRACT OR PURCHASE ORDER: Pursuant to Section 143-129 of the North Carolina General Statutes, as amended, the award will be made to the lowest responsive, responsible bidder taking into consideration quality, past performance and the time specified in the proposal for the performance of the contract.

SIGNING PROPOSALS: The County will prepare contracts or purchase orders for the successful bidder using the name exactly as it appears in the proposal, therefore, it is mandatory that bidders sign the proposal using their CORRECT AND COMPLETE LEGAL NAME.

OTHER GENERAL INSTRUCTIONS:

A. All equipment and materials furnished under these specifications shall be free from all defects and shall operate smoothly after being set up for operation. Bidders must submit their warranty against defects in materials and workmanship covering the equipment proposed.

B. Prices shall include delivery and installation to the ultimate destination, complete and ready for operation unless otherwise specified.

C. The successful bidder will be required to instruct Wake County personnel in the proper operation of the equipment.

D. The County reserves the right to require a demonstration of the equipment bid at no cost to the County.

E. None

F. The County shall have a period of 60 days after the opening of the bids or quotations in which to award the contract or purchase order, unless indicated otherwise by the County.

G. The name of certain brands or makes is to denote quality standards desired and does not restrict bidders to the specified brand name, unless otherwise indicated.

H. The contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract, or any portion thereof, or his right, title or interest therein, without consent of the County.

I. All bids and proposals shall be for furnishing equipment, supplies, materials, equipment, and/or work and service in accordance with the applicable plans and

specifications prescribed by the County of Wake. From the date shown above until the date of opening the proposals; the plans and specifications of the proposed work and/or a complete description of the equipment, supplies, materials, or equipment, and/or work and services are and will continue to be on file in the Wake County Purchasing Office, Room 926 , Wake County Office Building, Raleigh, N.C., during usual office hours, and available to prospective bidders.

J. Reserved

K. By submitting a bid/proposal, the individual/company as indicated on the first page, swears and attests that: (1)they are fully informed respecting the preparation and contents of this bid/proposal, (2) such bid/proposal is genuine and is not a collusive or sham bid, (3) neither the bidder nor any of it officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid/proposal has been submitted; or to refrain from bidding, in connection with such contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any bidder, firm or person to fix the price or prices in the attached bid/proposal or of any other bidder, or to fix any overhead, profit or cost elements of the bid/proposal price or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against recipient or any person interested in the proposed contract, (4) the price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

LIQUIDATED DAMAGES: The successful bidder agrees to pay or defer from the total price due from the Purchaser, three-hundred (\$300) American dollars for each calendar day past the 110 day guaranteed delivery and installation date from the receipt of the purchase order. At the time the Purchase Order is issued by Wake County, a copy will be faxed and/or emailed to the successful bidder (fax number must be included on the bid form). This will serve as the "receipt of the purchase order" date and the production delivery date will begin on the next calendar day.

COMMERCIAL GENERAL LIABILITY INSURANCE: The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Coverage shall be written on a Commercial General Liability form. The policy shall be

written on an occurrence form and shall include Contractual Liability coverage subject to the terms and conditions of the policy. The policy shall include owner as an additional insured as their interest may appear.

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE: The Contractor and its Subcontractors shall procure and maintain Workers' Compensation Insurance in the amount and type required by the State of North Carolina and federal law for all employees employed under the Agreement who may come within the protection of Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors. In jurisdictions not providing complete Workers' Compensation protection, the Contractor and his Subcontractors shall maintain employers' liability insurance in an amount, form, company, and agency satisfactory to the State of North Carolina and the Owner for the benefit of all employees not protected by Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors.

The Contractor shall pay such assessments as will protect the Contractor and the Owner from claims under the Workers' Compensation Laws, workers' or workmen's compensation disability benefits, and other similar employee benefit acts. The current Experience Modification Factor shall be indicated on the Certificate of Insurance.

Coverage under this section shall be as required by federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

Coverage A:	Statutory, State of North Carolina
Employers' Liability:	Each Accident \$1,000,000
	Disease - Policy Limit \$1,000,000
	Disease - Each Employee \$1,000,000

Such insurance shall include Voluntary Compensation coverage, a Waiver of Subrogation in favor of the Owner as well as other endorsements that may be required by applicable jurisdictions, i.e. United States Longshoremen and Harbor Workers Act and maritime coverage (Jones Act).

COMMERCIAL AUTOMOBILE INSURANCE: The successful bidder shall, during the performance of the contract keep in force at least the following minimum limits of commercial automobile insurance:

Each Accident:	\$1,000,000
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Coverage shall be written on a Commercial Automobile form.

UMBRELLA LIABILITY INSURANCE: The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product,

keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:	\$3,000,000
Each Occurrence:	\$3,000,000

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder's General Liability, Automobile Liability and Employer's Liability policies. Owner shall be included as an additional insured on the General Liability policy as their interest may appear.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

By providing a bid, the Bidder guarantees that they will be able to provide appropriate insurance certificates prior to the County contracting with the Bidder. The Certificate of Insurance shall endeavor to provide that owner be given 30 days advance notice of cancellation or non-renewal change in coverage.

**Bid Form
Pre-Crusher
September 25,2009**

Furnish, deliver and off-load truck, trash Pre-crusher(s) including all operation manuals and minimum one-year warranty to 2 separate locations within Wake County. Refer to Wake County Technical Specification - Pre-crusher for details.

Description	Manufacturer/Model	Quantity	Bid Price
Pre-crusher		<u>2</u>	\$
Freight			\$
Total Bid Price			\$

Delivery: _____ calendar days
(Specified in days after contract award or issuance of a purchase order).

Company Name

Signature of Authorized Official

Printed Name and Title

Date

Phone Number

 Email:

Fax Number

Business Address

Response Form
Pre-Crusher
September 25, 2009

This Response Form is to be completed by the Bidder to more specifically describe and define the proposed Pre-crusher. The manufacturer's brochures or literature, describing the features and performance must accompany the Response Form.

1. **Item Description:** _____

2. **Manufacturer and Model Number:** _____

3. **Deviations from Wake County Technical Specification:** _____

Locations where similar pre-crushers are in operation:

1. Location: _____ Years in service: _____
 Contact and Phone No. _____
2. Location: _____ Years in service: _____
 Contact and Phone No. _____
3. Location: _____ Years in service: _____
 Contact and Phone No. _____

Wake County Technical Specification
Pre-Crusher
September 25, 2009

General Specifications:

- (1) All new equipment
- (2) Charge Box Minimum Capacity, 4.2 Cubic Yards-WASTE Rating.
- (3) Clear Top Minimum Opening, 85" Long x 57" Wide.
- (4) Maximum Length, 240".
- (5) Maximum Width, 82".
- (6) Pre-crusher Panel Box assembly to have UL Label, NEMA type with all circuits fused.
- (7) Paint, Standard Mfg. Process, Standard Color – to be selected by Owner.
- (8) Must be in Compliance with ANSI Z245.2 and all OSHA Standards.
- (9) Must be certified under WASTEC Pre-crusher Certification Program.
- (10) Pre-crushers to include all Manufacturer's Standard Equipment.
- (11) Machine must have a physical weight of not less than 17,000 lbs.
- (12) Provide up to 4 hours of training on use and maintenance of the pre-crusher

Performance Characteristics:

- (1) Cycle Time Maximum of 55 Seconds.
- (2) Total Normal Force, 80,000 to 85,000 Lbs.
- (3) Total Maximum Force, 95,000 to 100,000 Lbs.
- (4) Minimum Normal Ram Face Pressure, 40 PSI.
- (5) Minimum Ram Penetration, 13".

Electrical Characteristics:

- (1) Motor - 30 HP 3-phase.
- (2) Control Voltage 120 VAC.
- (3) Power pack mounted on top of unit at rear with rubber shocks.
- (4) Push button control on 15' of Sealtite.
- (5) Hold to Run Type Controls, Key Lock Start, Emergency Stop.

Hydraulic Characteristics:

- (1) Hydraulic Pump Minimum, 51 GPM.
- (2) Maximum Normal Pressure, 2200 PSI.
- (3) Hydraulic Cylinder Bore 7" Minimum with 4" Diameter Rod.
- (4) Pressure Gauge on 15-foot hose, Remote on 35' of Hydraulic Hose.
- (5) Platen Cylinders (4") Bore with (2") Rod Located Externally for easy Accessibility and Service.
- (6) Pre-crusher/Pre-Crusher Hydraulic Lines from Power Pack to Cylinders Completely installed at Factory.

Construction Characteristics:

- (1) Ram Face Plate Minimum $\frac{3}{4}$ " Steel.
- (2) Pre-crusher Floor, Tongue and Groove, Minimum $\frac{1}{2}$ " Steel.
- (3) Ram Top Minimum $\frac{1}{2}$ " Steel.
- (4) Pre-crusher to have Access Door on top of Pre-crusher for Maintenance and Service.
- (5) 2"x2" hold down bars
- (6) Drill and tap grease fittings
- (7) Liner above shoe pockets in charge chamber
- (8) Chrome alloy shoes with heavy duty wear strips

Warranty:

- (1) Warranty to be One year Parts and Labor from Date of Service
- (2) To include Parts List and Operations/Service Manual

Manufacturer/Model:

- (1) Marathon RJ 575 HD or equal