

**INVITATION TO BID**  
**PIERCE COUNTY NEW TRUCK SCALE**

Pierce County, will accept sealed bids for the purchase and installation of a new truck scale at its Material Recovery Facility located in Ellsworth, WI. Bids must be received by mail, or hand delivered, to Tony Pfaff, Operations Manager, 707 North Maple Street, P.O. Box 118, Ellsworth WI 54011, no later than **12:00 p.m. on March 6, 2026**, in a sealed envelope and clearly marked "Bid – New Truck Scale." The bids will be opened at **1:30 p.m. on March 6, 2026** at the Pierce County Solid Waste Material Recovery Center, Multi-purpose room. The Pierce County Solid Waste Management Board will review and award the bid on **March 18, 2026, 4:30 p.m.**, at the Pierce County Board Room, Ellsworth, WI. Bid specifications, documents and plans may be obtained from Tony Pfaff, 707 North Maple Street, P.O. Box 118, Ellsworth, WI 54011 (715) 273-3092. Pierce County reserves the right, in its sound discretion, to accept or reject any or all bids provided in response to bid documents, regardless of conformity with the specifications, as well as to waive any errors and omissions as well as any technical failure of any bid to be fully responsive. Such discretion shall be exercised in the best interest of Pierce County and its taxpayers. Pierce County also reserves the right to determine who, among the several bidders, constitutes the lowest, responsible bidder for the project in question. Bid price shall remain in effect for 90 days. Pierce County reserves the right to reduce its agreement with the successful bidder to a written contract and until such a time as said contract is executed by and between the parties, Pierce County shall not be bound to the terms of the bid in question. Pierce County is bound only upon the signing and execution of a formal written contract. By the authority of the Pierce County, Pierce County Courthouse, Ellsworth, WI.

New Truck Scale  
Invitation to Bid - Specifications  
Pierce County Solid Waste Management Department

**INTRODUCTION**

The Pierce County Solid Waste Department is seeking bids for the purchase of a new truck scale. This will be an exact fit on the existing foundation of the truck scale that is currently there which is a Weigh – Tronix 70x10 truck scale. Installation to occur between May 1, 2026 and completed by Sept 1, 2026.

**SPECIFICATIONS**

1. **Truck Scale Specifications**
  - A. Dimensions 70 feet long by 10 feet wide
  - B. Minimum 50 ton / 100,000-pound CLC (concentrated load capacity rating)
  - C. Single high guide rail
  - D. Steel deck minimum of 5/16” thick
  
2. **Additional Items to Include**
  - A. All applicable wiring needed for installation
  - B. Ticket printer
  - C. All applicable cables needed for installation
  - D. 4” remote display
  - E. Removal of existing scale (crane to put onto Pierce County provided flatbed truck)
  - F. Apply and pay for scale installation permit and first year of operator’s license Wi DATCP
  - G. Calibration, testing and certification
  - H. Training session with Pierce County employees when complete
  - I. All labor applicable to removal of old scale and new scale installation
  - J. All travel time to and from jobsite in Ellsworth
  - K. Minimum of 12-year warranty on Weighbridge, parts and extended lightning protection
  - L. Freight of new scale to jobsite
  - M. Crane for removing existing scale and installation of new scale
  
3. Pierce County is tax exempt and upon request can provide Tax ID No.
  
4. The County makes no preference regarding a specific make, model or manufacture of scale, ticket printer, remote display or any combination thereof.

**INSTRUCTIONS**

1. Interested vendors should submit the following information for consideration:
  - A. A letter of interest and a written price quote, including a demonstration of the vendor’s understanding of the specifications and how the scale meets the specifications.
  - B. Any general information and all marketing material (i.e., brochures, references, etc.) as deemed necessary.
2. Bids will not be accepted after the deadline specified herein.
3. There is no express or implied obligation for Pierce County to reimburse responding individuals or vendors for any expenses incurred in preparing bids in response to this invitation.
4. All bids submitted in accordance with the terms and conditions of this bid shall be binding upon the vendor for 90 calendar days after the bid opening.
5. Should vendors have any questions or need assistance interpreting the specifications, vendors may contact Tony Pfaff, Operations Manager, at (715) 273-3092.
6. To be considered, all bids shall be sealed and identified as “Bid – New Truck Scale”. Sealed bids shall be received no later than Noon, March 6th, 2026, and shall be addressed to:

Tony Pfaff  
Operations Manager  
Pierce County Solid Waste Department  
707 N. Maple Street, P.O. Box 118  
Ellsworth, WI 54011

**PROJECTED SCHEDULE**

Bids Release	February 16th, 2026.
Bids Due	March 6th, 2026, no later than Noon
Bids Opening	March 6th, 2026, at 1:30 p.m. at the Solid Waste Material Recovery Facility, Multi-Purpose Room.
Awarded by	Solid Waste Management Board at its meeting March 18th, 2026 at 4:30 p.m., at the Pierce County Board Room.

## **STANDARD TERMS AND CONDITIONS**

All bids shall comply with Pierce County's "Standard Terms and Conditions."

## **SELECTION PROCESS**

All bids shall be submitted in accordance with the specifications of this Invitation of Bids. Each bid will be reviewed and analyzed and will be subject to approval by the Solid Waste Management Board. Selection may be made of vendor deemed to be most responsive and responsible and best suited among those submitting bids, on the basis of the factors involved in this Invitation of Bids. Factors to be considered include, but are not limited to, whether the vendor is a responsible vendor and has the capability in all respects to perform fully the scope of work, Complete the sale, past performance in providing similar sales or services, status and reputation as a provider of sales or services. The County reserves the right to investigate the references and credentials of the vendors. Pierce County reserves the right to waive minor irregularities, accept or reject wholly or in part any bids, or call for new bids when such action is in the best interests of Pierce County as determined by the Solid Waste Management Board. Contract negotiations will be initiated with the top ranked vendor and, if unsuccessful in arriving at a mutually acceptable contract, negotiations will occur with the next highest ranked vendor and so on, until a mutually acceptable contract is executed. All bidders are hereby notified that the successful bid shall be reduced to a written contract and until such time as said contract is executed by and between the parties, the County shall not be bound to the terms of the proposal in question.

## **PUBLIC INFORMATION**

Information supplied by the vendor to Pierce County is subject to the Wisconsin Public Records Law, Wis. Stat. § 19.35. Such information shall become public unless it falls within one of the exceptions in the statute, such as security information, trade secret information, or labor relations information. If the vendor believes any information which is not public will be supplied in response to this Invitation of Bids, the vendor shall take reasonable steps to identify for the County which data, if any, it believes falls within the exceptions. If the proposal data is not marked in such a way as to identify non-public data, the County will treat the information as public and release it upon request. In addition, the County reserves the right to make the final determination of whether data identified by the vendor as not public falls within the exceptions in the statute.

## **LAW AND ORDINANCES**

The vendor shall comply with all laws, ordinances, rules and regulations, whether federal, state, local or otherwise, pursuant to this Invitation of Bids and any resulting contract. Furthermore, the vendor is solely responsible for all costs to comply with any applicable law, whether federal, state, local or otherwise.

## **INSURANCE**

Vendor shall be insured by a company licensed to do business in the State of Wisconsin. Vendor shall maintain liability insurance and worker's compensation insurance throughout the term of any contract. Pierce County may need to be listed as an additional insured.

## **PAYMENT ASSURANCE**

Vendor shall provide payment assurances for this project, per statute and local purchasing policy. Should the bid price exceed \$100,000.00, Vendor shall provide performance and payment bonds. Should the bid price be between \$50,001.00 and \$100,000.00, the Vendor shall maintain/provide proof of a line of credit from a financial institution in the amount of the contract price.

## **PROJECT SITE AND ADDRESS**

The project site is the Pierce County Materials Recovery Facility. The street address for this project is 707 N. Maple Street, Ellsworth, Wisconsin 54011. Should you wish to tour the project site, in advance of bidding this project, during normal business hours, (Monday through Friday, 6:00 a.m. – 4:30 p.m.), please contact Tony Pfaff, Operations Manager.

**PIERCE COUNTY  
STANDARD TERMS AND CONDITIONS**

- A. ACCEPTANCE/REJECTION:** Pierce County reserves the right, in its sound discretion, to accept or reject any or all quotes/bids provided in response to bid documents, as well as to waive any errors and omissions as well as any technical failure of any bid to be fully responsive. Such discretion shall be exercised in the best interests of Pierce County and its taxpayers. Pierce County also reserves the right to determine who, among the several bidders, constitutes the lowest, responsible bidder for the project in question.
- B. NON-DISCRIMINATION/AFFIRMATIVE ACTION:** Pierce County is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical or mental handicap in regard to any position for which qualified. Further, you are advised that as a contractor, subcontractor, vendor or lessee of Pierce County, you may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, a successful bidder whose bid has been reduced to a contract shall constitute your agreement that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical or mental handicap in regard to any position for which qualified; and that you will comply with other specific requirements of these laws. In the event of noncompliance with the nondiscrimination clause, any resulting purchase order or contract may be canceled, terminated, or suspended in whole or in part and you may be declared ineligible for further contracts or purchase orders.
- C. APPLICABLE LAW:** A successful bid which has been reduced to a contract shall be governed under the laws of the State of Wisconsin and is made at Pierce County, Wisconsin and venue for any legal action to enforce the terms of the agreement shall be in Pierce County Circuit Court.
- D. ASSIGNMENT:** No right or duty of a successful bidder whose bid has been reduced to a contract, may be assigned, in whole or in part, to any other person without the express, written consent of Pierce County, which may withhold such consent at its sole discretion.
- E. CANCELLATION:** Pierce County reserves the right to cancel any contract resulting from the bid submitted, in whole or in part, without penalty, due to the non-appropriation of funds. Additionally, should the successful bidder fail or refuse to fulfill its obligations under said contract, Pierce County reserves all legal and equitable rights to reform, terminate, modify, or seek specific performance of the terms and conditions thereof.
- F. ENTIRE AGREEMENT:** The standard terms and conditions set forth in this document shall apply to any contract awarded on a bid basis by Pierce County. Each bidder is notified that specific terms and conditions for the project in question shall be as are set forth in a separate instrument captioned with the project name (Data Card Technology and Services Request for Bids), which specific terms and conditions shall

govern the bidder's proposed performance. Additionally, **Pierce County reserves the right to reduce the successful bid to a written contract and until such time as said contract is executed by and between the parties, Pierce County shall not be bound to the terms of the bid in question.**

- G. QUALITY LEVEL:** Unless otherwise specified in the Request for Bids, all supplies and materials to be provided by the successful bidder shall meet with all minimum specifications or descriptions set forth herein. No bidder shall, without the express, written consent of Pierce County, or as otherwise specified in the Request for Bids, substitute used or discontinued supplies or materials for those requested in the bid documents.
- H. SAFETY REQUIREMENTS:** Materials, equipment, and supplies provided to Pierce County must comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U.S. Occupational Safety and Health Standards, the contractor shall furnish appropriate OSHA Form 20, "Material Safety and Data Sheet", for each item provided.
- I. TAXES:** Pierce County and its Departments are exempt from payment of all federal taxes and Wisconsin state and local taxes on its purchasing except Wisconsin excise tax as described below:
1. Pierce County, including all of its departments, is required to pay a Wisconsin excise or occupational tax on its purchases of beer, liquor, wine, cigarettes, tobacco product, motor vehicle fuel, engine oil, aviation fuel. However, Pierce County is exempt from payment of State of Wisconsin sales or user tax on this purchase. Pierce County may be subject to other state taxes on its purchases dependent upon the laws of that state.
  2. Contractors performing construction activities are required to pay state user tax on the cost of materials.
- J. PATENT INFRINGEMENT:** Bidder agrees to indemnify and hold the County harmless from and against all liability, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent, or copyright infringement, or any litigation based thereon, with respect to any part of the supplies covered by this bid, and such obligation shall survive acceptance of the supplies and payment therefor by the County.
- K. WARRANTY:** The successful bidder shall provide Pierce County with all manufacturer warranties applicable to each item of supplies and materials provided in the response to the Request for Bids, together with such other or further warranties as to fitness for purpose, performance or otherwise as may be required of it under the terms and conditions of the Request for Bids. The successful bidder further expressly warrants that the supplies covered by this bid are of merchantable quality and satisfactory and safe for

consumer use. Reducing the successful bid to a contract, and the execution of that contract shall constitute an agreement by bidder to indemnify and hold Pierce County harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Pierce County by reason of the failure of the supplies or materials to conform to such warranties.

- L. GUARANTEED DELIVERY:** The successful bidder shall be required to adhere to any time limits applicable to performance or delivery of supplies and materials and their incorporation into the public work in question, subject to such penalties as may be set forth in the Request for Bids and contract.
- M. QUANTITIES:** Quantities shown on this request for bid are based upon estimated needs. Pierce County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.
- N. SPECIFICATIONS:** Where specifications for supplies and materials are included in the Request for Bid, they shall be utilized by the bidder to establish the design, type, construction, quality, functional capability and/or performance level requested by Pierce County. Although specific manufacturer's brands or models may be used, the bidder may substitute alternates for consideration by Pierce County, designated as such, which are equivalent to that which is specified.
- O. SUBSTITUTIONS:** When substitutes are bid, they must be identified by manufacturer, stock number and other descriptive information to establish equivalencies. Pierce County shall be the sole judge of equivalency.
- P. INTEGRATION:** Pierce County reserves the right to determine what, if any, discussions, preliminary understandings, memoranda and other documentation to include in its final contract as and for the subject matter of the Request for Bids.
- Q. UNILATERAL OFFER NOT TO BE WITHDRAWN:** Each bid submitted in response to the Request for Bids shall constitute a unilateral offer on the part of the bidder and shall not be withdrawn for a period of 90 days next following the date of the opening of the bids by Pierce County. Pierce County, on the other hand, shall not be bound to enter into a contract with a bidder until it has formally accepted its bid and reduces said bid to a written contract.