

B20-107

TOWN OF DERRY, N.H.
DEPARTMENT OF PUBLIC WORKS
14 Manning Street, Derry, NH 03038
(603) 432-6144

INVITATION TO BID

Sealed bids will be received at the Derry Municipal Center, 14 Manning Street, Derry, NH 03038 until 4:00 pm, prevailing time, Friday, August 9, 2019 for the following items:

Derry Transfer Station – Truck Scale Replacement

Bid invitations and specifications will be available at the Department of Public Works, 14 Manning Street, Derry, NH or on line at <http://www.derry.nh.us/bids-rfps>

Questions regarding this request should be directed to Michael Fowler, Director of Public Works via email at mikefowler@derrynh.org.

The Town of Derry reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the Town. Failure to submit all information called for may be sufficient for disqualification.

GENERAL:

1. Bids will be received by the Town of Derry, New Hampshire at the Derry Municipal Center, 14 Manning Street, 2nd floor until the time specified in the Invitation to Bid.
2. The following meanings are attached to the defined words when used in this document:
 - a. The word "Town" means the Town of Derry, New Hampshire.
 - b. The word "Bidder" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "Contractor" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
 - d. The words "firm price" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Invitation to Bid, terms and conditions, and instructions printed is necessary. All blank spaces must be filled in. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner or representative of the firm must be in ink. No reproductions/duplications/copies will be accepted.
4. Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent" or other title without disclosing his principal may

be held to be the bid of the individual signing. When requested by the Town, satisfactory evidence of the authority of the signing officer signing on behalf of the corporation shall be furnished.

5. Bids must be securely sealed in a suitable envelope (facsimile and emailed submissions will not be accepted), addressed and marked on the outside as follows:

SEALED BID

Derry Transfer Station – Truck Scale Replacement

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

6. It will be the responsibility of the Bidder to see that their bid is received by the Public Works Department as specified.
7. Each bid is received with the understanding that the acceptance in writing via email by the Town to the Bidder to furnish any or all of the products /services described therein or as otherwise negotiated, shall constitute a contract between the Bidder (Contractor) and the Town, which shall bind the Bidder (Contractor) on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted bid; and the Town on its part to order from such Bidder (Contractor), except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
8. Bids may be withdrawn upon written or electronic request received from Bidders prior to the time of opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
9. The solicitation document maintained by the Public Works Department, in the appropriate file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the Town, but not clearly listed on the exception page of the document or as an exception by the Bidder, the

language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your bid.

10. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Sealed Bid Invitation. Every request for such interpretation or request for change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

Mail: Michael Fowler, Director of Public Works

Derry Municipal Center

14 Manning Street

Derry, NH 03038

Email: mikefowler@derrynh.org

Fax: (603) 432-6130

Attn: Michael Fowler, Director of Public Works

Questions must be received by Tuesday, July 30, 2019 at noon. Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Bid Invitation which, if issued, will then be posted on the website: : http://www.derry-nh.org/Pages/DerryNH_Bids/ All such addenda shall become part of the complete Sealed Bid Invitation. It is the Bidder's responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date bid package.

11. Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the Town. The bid must be

filled out completely and accurately. Please explain in detail any exceptions or deviations taken on this bid. Separate pages may be used if necessary.

12. Bids must be submitted on the bid schedule hereinafter provided. Prices shall be clearly and fully stated in units of quantities specified. No additional charges shall be passed to the Town, including all applicable taxes, delivery or surcharges that have not already been disclosed on the bid schedule. In case of discrepancy in computing the amount of the bid, unit prices quoted will govern.
13. Quotations shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to destination designated, including any and all freight and packing charges.
14. As the Town is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
15. Prices stated shall remain firm for the duration of the contract.
16. Should the successful Contractor fail to make delivery or complete the contract within time specified, the Town reserves the right to procure the equipment/product from other sources, and hold the Contractor liable for any excess cost.
17. The Town reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the Town elects to exercise this right, all prices quoted pursuant to this Sealed Bid Invitation will remain firm, and the Town shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the Town.
18. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.

19. The time of proposed delivery must be stated in definite terms. If time of delivery for different equipment varies, the Bidder shall so state.
20. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The bidders shall furnish complete data and identification with respect to alternative products they propose to furnish.
21. Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Bid Invitation. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the Town. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.
22. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
23. The Town reserves the right to waive any informality in bids, to reject any and all bids wholly or in part, and to make awards in a manner deemed in the best interest of the Town.
24. Awards will be made in the best interest of the Town. In determining what would be in the best interest of the Town, the following shall be considered:
 - a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
 - b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;

- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability, and adaptability of supplies or contractual services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and services for the use of the subject of the Contract;
- i. The number and scope of additions attached to this bid.

25. The Town reserves the right to make awards on this proposal by item or to accept all or part of the proposal or prices quoted. In addition, the Town reserves the right to award materials on the basis of the lowest total cost of the bid item to the Town, including the Town's cost of transportation to and from the source.

In cases where two or more Bidders have the same net bid, the Town may give preference to firms located within the Town.

27. Upon making an award, or giving notice of intent to award, the Town will place appropriate notice on the Town's website: http://www.derry-nh.org/Pages/DerryNH_Bids/

28. The Bidder must certify that no official or employee of the Town or State of New Hampshire, has a pecuniary interest in the proposal or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud, collusion or in connection with any other person submitting a proposal.

29. The Bidder, if awarded an order or contract, agrees to protect, defend and hold the Town harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.

30. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the Town from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his

employees, subcontractors, etc., or due to the negligence of the Town, its employees, representatives, agents, etc.

31. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the Town, and all Town Ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.
32. The Bidder to whom a contract is awarded guarantees to the Town that all warrants of merchantability and fitness for a particular purpose as provided for in New Hampshire RSA 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
33. The Bidder, if awarded an order or contract, agrees to provide to the Town proof of Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are a copy of a federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) PREPRINTED on it. Any impertinent information may be blackened out before sending to the Town. Copies of tax returns must show taxpayer section and signature.
34. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced above.
35. Payment Terms: Payments shall be made within 30 days of completion and acceptance of the project.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT

SPECIFICATIONS

Engineering Specification Concrete Deck Truck Scale

The following set of specifications shall describe a fully electronic, low profile, modular type concrete deck truck scale system, designed to be optionally mounted on an above grade pier, floating slab or pit type foundation. Scale shall be a three-module, four-section system designed for field pouring of concrete.

1.0 General Provisions – Truck Scale

1.1 The scale shall have a full scale capacity of 135 tons (270,000 lb.) connecting with a the existing display resolution of 120,000 lb. x 20 lb. Use existing scale display.

1.2 The scale shall be a fully electronic design. The scale weighbridge shall consist of factory welded modules having a total longitudinal span of 70' (69' 10.5") and platform width of 10'(9' 10.5"). No field assembly or welding shall be allowed. Mechanical lever systems are not acceptable.

1.3 Each scale module shall be designed with a Concentrated Load Capacity (CLC) of 45 tons (90,000 lb.), as defined by NIST. When the CLC is applied at midspan on a module, according to NIST regulations, the maximum stress of the steel shall not exceed 19,000 psi as determined by Finite Element Analysis (FEA) software. The deflection at this loading condition shall not cause the scale to exceed the allowable accuracy tolerance as specified by NIST in Handbook 44.

1.4 The scale provided shall have an unobstructed weighing surface of 10' (9' 10.5") wide by 70' (69' 10.5") in length and an 11" minimum profile. A minimum clearance of 2.7" shall be provided between the concrete floor and the bottom of the weighbridge.

1.5 The scale modules shall be designed as such to eliminate the use of grout plates requiring setting and leveling prior to the scale's arrival at the job site. A maximum of two drilled anchors (3/4" x 7") shall be provided with each load cell stand.

1.6 The scale system shall be a full electronic design, with internal self-checking weighbridge. Weighbridges using bumper bolts, externally fixed check rods or embedded bumper plates in the end walls shall not be permitted.

1.7 The scale shall have a maximum span deflection ratio of no less than 1:1000 under legal highway loading at mid span of module.

The scale shall be a fully electronic, low profile, concrete deck design truck scale. The scale platform shall be 100 percent designed and manufactured in the United States of America. The scale platform, load cells and digital indicators shall be 100 percent assembled in the USA. The scale shall be a Rice Lake Weighing Systems Model 7010-SC-100-OTR or equivalent, that shall meet the following:

1.8 Minimum weighbridge thickness shall be 8" including steel support structure. A minimum of 2.7" clearance (or sufficient to meet compliance with State and Local Weights and Measures officials) shall be provided between the bottom of the weighbridge and the washout slab.

1.9 The entire length and width of the concrete deck shall be supported by an intricate steel support structure. Only structural wide flange beam construction shall be allowed. Weighbridge designs utilizing junior beams and/or bent plate shall not be permitted.

1.10 The concrete deck shall be field poured at the job site and have a maximum cured strength of 4000 psi at 28 days. The concrete deck shall have a minimum thickness of 6" with one mat of #4 reinforcing rod on 12" centers. Concrete decks utilizing fiber mesh additives to concrete shall not be allowed. Pre-poured, pre-cast or pre-stressed concrete decks shall not be permitted.

1.11 The internal steel support structure for concrete shall consist of a minimum (2) 12" wide flange, 14 lb. per foot main beams, (6) 6" wide flange, 9 lb. per foot beams and a 3/16" bottom plate.

1.12 The scale weighbridge shall be designed to accommodate up to 250 trucks per day for a period of 25 years without weighbridge fatigue.

1.13 Shear cut galvanized strips shall be attached to the support beams and serve as a forming pan for the concrete deck. Plates shall be installed in a manner to minimize penetration of concrete below the support pan. Modules shall arrive at the jobsite ready for field pouring of concrete with no shoring of deck required.

1.14 The entire bridge assembly shall be cleaned prior to the addition of any coatings or paint to the weighbridge modules. The customer reserves the right to inspect the steel surfaces prior to application of any coatings to the prepared steel surfaces. All steel surfaces shall be free of welding gases, residue, oil, mill scale and rust.

1.15 All non-visible steel surfaces shall be evenly spray coated with an asphalt emulsified undercoating.

1.16 All steel elements shall be steel shot blasted to SSPC-A-SP6 standards.

1.17 All visible steel surfaces shall receive a 3-5 mill application of a high solids urethane primer and a high solids acrylic urethane top coat to a finish of 2-3 mill thickness.

1.18 Minimum of (154) 3/4" x 4-3/16" Nelson shear studs shall be provided per 23' 4" module both vertically and laterally.

1.19 Concrete elements in the weighbridge shall be utilized in a compression application above the neutral axis of the structure. Weighbridge designs allowing the concrete to extend below the neutral axis, subjecting the entire concrete deck to tension or bending forces, shall not be permitted.

1.20 Module end plates shall be a minimum 3/4" thick, and shall be reinforced on each side with longitudinal I-beams. Load cell pockets shall be integrated into the module structure and constructed of 3/4" steel plate, and shall be tied to the end plates using tabs and laser cutouts to reinforce strength of assembly. Scale modules using flat welded or bolted end boxes shall not be allowed.

1.21 Structural steel elements shall have a combined minimum weight of 23,600 lb.

1.22 The scale shall be NTEP Certified and shall meet the requirements set forth by the NIST Handbook 44 for Class III-L devices. The bidder shall submit a current copy of Certificate of Conformance with bid.

1.23 Access covers to the load cells shall be from the top of the scale and shall be boltless in design. Cover plates shall be reinforced to adequately handle axle traffic over the covers and shall be kept in place with 1/2" diameter x 1" long steel dowels. Cover plates utilizing bolts of any type shall not be permitted.

1.24 A manhole frame and cover (24" square) shall be provided for access to the pit area beneath the scale (optional for pit installations).

1.25 The truck scale shall be provided with a fabricated cleanout area measuring 12" x 84" with removable end plates at each end of the scale system (optional).

1.26 The scale shall be equipped with optional gusseted bolt-on safety guiderails on each side of the scale with a minimum of 4" diameter pipe. A minimum of three bolts shall be used at each gusset to attach the side rail. Guiderails welded to weighbridge shall not be permitted (optional).

1.27 The scale provided shall be a Rice Lake Weighing Systems SURVIVOR® Series Model 7010-SC-100-OTR or equivalent.

2.0 Load Cells and Junction Boxes

Load cells are rigidly mounted utilizing a single link suspension to provide equal, consistent and evenly distributed force to the load cell. Load cells are totally self-contained, and come complete with mounting stands, single-link suspension, and 60' of cable to junction box. Compression or rocker style load cells shall not be permitted.

2.1 Load cells shall be rigidly mounted in fabricated steel stands parallel to traffic flow. The suspension system will be E4340 material forged single link suspension hardened to Rockwell "C" 40-45 to allow self-centering and free floating platform. Rocker column or compression type load cells requiring check rods, anti-rotation pins or bumper bolts will not be permitted.

2.2 Load cells will be of the analog type and have a minimum capacity of 75,000 lb. each with an overload safety factor of 150 percent. Scales utilizing load cell with capacity lower than 75,000 lb. will not be permitted.

2.3 Scales utilizing adjustable bumper bolts or embedded plates in the wall to minimize movement of the bridge shall not be allowed.

2.4 Systems utilizing proprietary, internal circuitry to convert analog to digital load cell signal within the load cell shall not be permitted.

2.5 All access to load cells will be from the top of the scale through formed boltless steel access panels. Covers should be form-fitted and should be accessible without the use of tools.

2.6 Steel conduit will be provided within the weighbridge for load cell cable runs.

2.7 A flexible screw-type conduit fitting shall be provided at each load cell. Load cell cable shall be totally enclosed within permanent conduit provided within the weighbridge. Load cells using connectors of any type will not be permitted. Braided metal cable covering shall not be used in place of steel flex conduit or hardened steel conduit.

2.8 Load cells shall be of 4340 alloy steel nickel plated and shall be scientifically sealed with a minimum IP67 rating.

2.9 Load cells shall be non-proprietary in design, including both mechanical operation and electronic transmission of data. Manufacturers using proprietary load cell technology available from a single source will not be permitted.

2.10 Replacement load cells shall be available from a multitude of vendors nationally, and shall not be single sourced or of a proprietary design.

2.11 Fiberglass Reinforced Polyester (FRP) junction box with formed contoured edges and gasketed top access. Junction box shall have a Gore-Tex™ single directional membrane vent. Steel junction boxes shall not be permitted.

2.12 Load cell stands will be flush mounted to concrete piers and anchored using wedge locks or similar bolts. A maximum of (2) 3/4" x 7" anchor bolts will be required per stand and will be included in the cost of the scale. Grout plates or embedded items in the foundation concrete will not be allowed.

2.13 A 1" braided copper transient bypass cable shall be provided at each load cell from the weighbridge to the base stand.

2.14 UPS Duplex Voltage regulating transformer, or equivalent.

2.15 UJB-3T6 DC Transient circuitry protection or equivalent.

2.16 Load cells, junction box and indicator shall be warranted a full five years against failure of all types including lightning or surge voltage. 2.17 A single-point grounding system will be provided. Systems utilizing a multiplepoint ground will not be permitted.

3.0 DIGITAL WEIGHT INDICATOR

The Contractor shall provide pricing for an outdoor numeric display compliant with New Hampshire Division of Weights and Measures.

4.0 PRINTER

The Contractor shall provide pricing using the existing printer.

5.0 FOUNDATION CONSTRUCTION

The contractor shall utilize the existing piers after alteration by others. Contractor shall provide all materials and labor to install the concrete deck as specified.

6.0 INSTALLATION, TEST, CALIBRATION, AND STATE CERTIFICATION

The contractor shall furnish installation, test, and State certifications for all equipment in this specification.

7.0 FREIGHT

The Contractor shall be responsible for freight to the job site. Unloading and setting in place via crane for all equipment shall be included in bid price.

8.0 WARRANTY

- 8.1 Electronic Components – Minimum of Five (5) years for load cells, junction boxes and suspension system
- 8.2 The weighbridge shall have a 5 year minimum warranty against failure from defects in material and workmanship.

9.0 EXCLUSIONS

- 9.1 Removal of old scale by Town in advance of the start date provided by vendor.
- 9.2 Removal of debris and weeds, trees, etc. in scale pit by Town.
- 9.3 The existing approaches will be kept in tact – no modifications anticipated for this project.
- 9.4 The existing piers will be used with no anticipated modifications.
- 9.5 The Town will hire a suitable crane for installation of the new scale. Vendor to coordinate with Town to offload on specified date.

10.0 SCHEDULE

The vendor shall provide firm completion dates as part of the bid submission along with projection of the duration of the project. The Town will be seeking to rebuild the scale building simultaneously during the scale construction period.

BID SCHEDULE

PROPOSAL FOR: **Derry Transfer Station – Truck Scale Replacement**

DATE & TIME: August 9, 2019 at 4:00 PM

The undersigned, as Bidder, hereby declares that before preparing this bid he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the Town in accordance with the specifications, terms, and conditions as spelled out in this sealed bid invitation.

Complete replacement of truck scale as specified:

\$_____ Price in Words: _____

This form must be signed. All signatures must be original and not photocopies.

Authorized signature & title of Bidder

Print or type name & title of Bidder

Company Name (Corporation/general partnership organized & existing under the laws of the State of ____)

Address

City, State, Zip

Date Quotation Made: _____ Email Address _____

Phone #: _____ Fax #: _____

Minor exceptions to the above specifications must be duly noted on your letterhead as a separate sheet. Please check here if you have exceptions. ____