

B21-010

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

INVITATION TO BID

Bids will be received at the Derry Municipal Center, 14 Manning Street, Derry, NH 03038 until 2:00 pm, prevailing time, Thursday May 27, 2021 for the following:

Derry Wastewater Treatment Plant Lagoon DO/ORP Monitoring Equipment

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

Questions regarding this request should be directed to William Petersen, Chief Wastewater Treatment Plant Operator 603-432-6149 or via email at willpetersen@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 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/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 an authorized official with their 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 Wastewater Treatment Plant Lagoon DO/ORP Monitoring
Equipment**

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. 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.
11. Bids may 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.
12. Bids 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.
13. As the Town is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
14. Prices stated shall remain firm for the duration of the contract.
15. 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.

16. 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 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.
17. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
18. The time of proposed delivery must be stated in definite terms. If time of delivery for different equipment varies, the Bidder shall so state.
19. 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 shall and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
20. 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.
21. 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 provide the equipment required;
 - b. Whether the Bidder can provide the equipment 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.
22. 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.

23. Upon making an award, or giving notice of intent to award, the Town will place appropriate notice on the Purchasing website: http://www.derrynh.org/Pages/DerryNH_Bids/
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.

31. 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.
32. Any vendor who receives an order or orders resulting from this invitation agrees, if applicable, 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 debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced.
33. 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

PURPOSE: The Town of Derry is hereby requesting a proposal for three dissolved oxygen (DO) and two oxidation reduction potential (ORP) sensor/probes, mounting poles and digital controllers with appurtenances. Equipment to be installed by Derry WWTP personnel in the Derry Wastewater Treatment Plant Lagoon No. 1. Data from the probes/sensors shall hard-wired to the controllers which will interface with the Town's existing SCADA system to provide real time DO and ORP measurements of the lagoon.

COMPLETION OF WORK:

Delivery of the Equipment to the Derry WWTP shall be no later than 60 days from the issuance of the purchase order. **Bidders who, due to circumstances beyond their control, are not able to secure delivery of the equipment components in time to meet this deadline shall so state in their bid and provide an alternate completion time.**

PAYMENT:

All payments will be made in accordance with the Town of Derry ordinances and procedures set forth within this document, item 33 Payment terms unless otherwise agreed upon by the parties.

PERMITS & INSPECTIONS:

The Town shall be responsible for any electrical permits related to the work herein. The work must be inspected and approved by the Town prior to acceptance and payment.

EXCEPTIONS/DEVIATIONS:

If the Bidder has any exceptions or deviations, please submit those on your own letterhead with your bid.

GENERAL:

Bid prices shall remain firm for the duration of the contract.

The Town reserves the right to terminate the contract entered into as a result of this bid if goods and services are at any time deemed to be unsatisfactory.

The successful bidder must provide the Town of Derry a certificate of Liability Insurance of no less than one million dollars (\$1,000,000.00)

Hours of operation for completion of this project will be Monday through Friday, 7 AM – 3 PM unless otherwise approved by the Town of Derry, Dept. of Public Works.

All workmanship, exclusive of defective materials, must be warrantied for a period of no less than one (1) year from the date of final payment by the Town of Derry to the contractor.

SCOPE OF WORK:

Derry Wastewater Treatment Plant Lagoon DO/ORP Monitoring Equipment:

Capable of continuous real-time remote monitoring of dissolved oxygen levels and oxidation reduction potential measurements of the existing raw wastewater lagoons capable of signal transmission to the WWTP's existing SCADA system.

System to include, at a minimum:

- Three (3) DO Probes: Hach LDO sc Model 2 with Luminescent Dissolved Oxygen Technology, or equal with pole mounting assemblies.
- Two (2) General purpose ORP Sensors: Hach Online Process ORP Sensor or equal with pole mounting assemblies.
- Three (3) Controllers, 100-240 V AC with two (2) digital sensor inputs and five (5) 4-2 mA outputs complete with weather and sun protection shield: Hach SC200 Universal Controller or equal
- initial startup, calibration and training.
- One (1) Year Warranty including all parts, labor and travel.

BID SCHEDULE: Derry Wastewater Treatment Plant Lagoon DO/ORP Monitoring Equipment

DATE & TIME: THURSDAY May 27, 2021 AT 2 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 bid invitation.

- I. (3) DO Probes, (2) ORP Sensors, (3) Controllers, (6) Mounting Pole Assemblies, (3) Controller Weather Shields w/ UV Protection, (5) 25 ft. digital extension cables:
\$ _____ LS
(in words) _____

This form must be signed.

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. ____