



**Request for Proposals
Modular Truck Scale System
Town of Salem, NH
November 2018
RFP 2018-029**

Purchasing Agent
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Chris Dillon, Town Manager

Prepared for and in coordination with the
Salem NH Municipal Services Department

Roy E. Sorenson - Director

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Request for Proposals **Modular Truck Scale System**

Purpose - The Town of Salem NH acting through the Municipal Services Department is requesting proposals from qualified firms to furnish and install a fully operational and certified portable modular electronic steel deck, low profile truck scale system, designed to be mounted on above ground concrete pads.

Submission Deadline - CONTRACTOR Bid must be received at the office of the Purchasing Agent, at the address indicated in this RFP no later than **11:00 AM on Friday December 21, 2018**. Late proposals will not be considered.

Copies of the RFP may be obtained from the Town's purchasing website
(<http://www.townofsalemnh.org/purchasing/pages/current-bids-proposals-and-awards>)

Christine Wholley
Purchasing Agent
Town of Salem
33 Geremonty Drive
Salem NH 03079
Email: cawholley@salemnh.gov

Background - The current scale at the Shannon Road Transfer Station is past its useful life and is out of compliance. The Municipal Services Department (MSD) is redesigning the layout of the entrance to the facility including relocation of the weigh station and scale. The scale is used to weigh private and contracted solid waste/recycling haulers including bulk trailers in and out of the transfer facility on a daily basis.

Licenses and Permits - The vendor shall be a fully insured, licensed, and certified scale installer with at least 10 years of experience. All permits for construction will be through the Town of Salem.

Pre-Bid Opportunity - The MSD will hold a pre-bid meeting at the construction site (Attachment A) at 11:00 a.m. on Wednesday December 12, 2018. The location is 101-129 Shannon Road, Salem, NH. Prospective bidders are urged to view the site to best understand the conditions and/or restraints for construction.

CONTRACTORS requiring additional information or clarification relative to the contents of the RFP may direct inquiries to Roy Sorenson, Director of Municipal Services (603) 890-2154
rsorenson@salemnh.gov

The Town reserves the right to reject any or all bids and/or waive any portion of the requirements of the RFP and/or to reduce the scope of work to an amount proportionate to available funds and/or to otherwise limit the work as may be deemed in the best interest of the Town.

SCOPE OF WORK

General Provisions of this RFP shall apply to all Contractor Bids.

1. Truck Scale

The scale will be a fully electronic, low profile, portable modular steel deck design scale. The scale shall be an Active Scale Modu-Deck Model AMD-1070-3-135-PV.

OR EQUAL scale proposals shall meet the following minimum standards:

- 1.1** The scale shall have a nominal capacity of 135 Tons (270,000#) with a displayed resolution of 200,000# x 20# and NTEP (National Type Evaluation Program) approved.
- 1.2** Scale shall be a full electronic design. Mechanical lever systems are not acceptable. Scale weigh-bridge will consist of factory welded modules having a total longitudinal span of 70'0" and platform width of 10' 0". No field assembly or welding will be allowed.
- 1.3** Each scale module shall be designed with a CLC (Concentrated Load Capacity) of 55 Tons (110,000#).
- 1.4** The scale provided will have an unobstructed weighing surface of 10' – 0" feet wide by 70' – 0" in length and a profile no higher than 24".
- 1.5** The scale system shall be a full electronic design, with internal self-checking weighbridge. Scale bridges using bumper bolts, externally fixed check rods, or embedded bumper plates in the end walls will not be permitted.
- 1.6** The weighbridge shall be constructed from minimum 12" I-Beam (W12x22) connected with 10" diaphragm plates 5' – 0" on center with wide flange cross beams connecting each side. Steel shall be coated with an industrial/commercially approved primer plus finish from the factory and shall be free of any welding gas residue, oils, mill scale, and rust.
- 1.7** Steel Deck shall be 3/8" with NO top access plates - Scale will be serviced from the sides. End plates shall be designed of minimum 1/2 "plate material welded to longitudinal I-beams. Steel Deck shall be coated with an industrial/commercially approved primer plus finish from the factory and shall be free of any welding gas residue, oils, mill scale, and rust.
- 1.8** The scale shall be equipped with welded on side rails (minimum 4" diameter) to each side of each modular section.

- 1.9 The scale will be supporteddesigned with steel bulkheads (industrial coated as deck & I –Beams) on both ends receiving modular sections, and a set on portable foundations, 6” thick concrete pads, all of which must be manufactured by the scale company.
- 1.10 Scale shall come with a 12' x 3' catwalk with safety rails made to rest on truck scale side rails and be detachable. Catwalk shall be by scale manufacturer.
- 1.11 Scale weighbridge must have a minimum 5 year warranty against manufacturer's defects.
- 1.11 The scale shall be NTEP certified and the contractor shall submit a Certificate of Conformance with bid. Sufficient specification information must be included with the bid document for a complete evaluation of equal.

2. Load Cells and Junction Boxes

- 2.1 Load Cells shall be NTEP approved, double link, center fulcrum, shear beam, hermetically sealed with IP67, IP68, and IP69 ratings. Cables shall be armored braiding to prevent damage from abrasion, rodents, etc. Load cells shall be mounted as such with no bolt down hardware and 360 degree rotation.
- 2.2 Load Cells will be of the analog type stainless steel and have a minimum capacity of 75,000# each with an overload safety factor of 150%. Scales utilizing a lower capacity load cell than 75,000# will not be permitted.
- 2.3 Systems utilizing internal circuitry to convert analog to digital conversion of the load cell signal within the load cell shall not be permitted.
- 2.4 All access to load cells will be from the side of the scale – no top entry.
- 2.5 All conduit runs within the scale weighbridge will be through pvc conduit. There should not be any exposed or unprotected cables. A flexible screw type conduit fitting shall be provided at each load cell, for protection of the cable from rats or other rodents. 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.
- 2.6 Replacement load cells shall be available from a multitude of vendors nationally, and shall not be single sourced or of a proprietary design.
- 2.7 Junction boxes to have a “Gore™” Single directional breather with PreVent hydrophobic membrane for pressure equalization. Steel junction boxes shall not be permitted.

- 2.8** Load cells shall be protected against failures of all types including lightning, surge voltage, flooding, and submerging.
- 2.9** Electrical connection to scale house will be performed by others. A single-point grounding system will be provided. Systems utilizing a multiple point ground will not be permitted.

3. Digital Instrumentation and Displays Specifications

- 3.1** The scale instrument shall be capable of interfacing with the Town's network.
- 3.2** The scale instrument shall be an NTEP approved model and meet or exceed all specifications set forth. The manufacturer on request shall provide a Certificate of Conformance to these standards.
- 3.3** Weight indicator to have a minimum 200 truck ID storage with the ability to automatically assign ID's and automatically change the red/green traffic lights on the outside remote display.
- 3.4** Supply ticket printer with minimum quantity 500 three-part tickets
- 3.5** Two (2) Outdoor Remote Digital Displays with 5" dual-row LED digits, 5" high, red and green Stop/Go light, built-in rain hood and automatic light sensor.
- 3.6** Poles and hardware for mounting remote displays
- 3.7** Traffic Light Controller. A single controller with a push button switch for the traffic light on each remote shall be provided. Both lights will normally be RED. When either button is pressed the corresponding light will turn GREEN and remain so for a designated period of time and then automatically switch back to RED.

4. Foundation & Installation

- 4.1** Scale foundation including bulkheads shall be installed per manufacturer's specifications.
- 4.2** Scales modules shall be installed, wired, tested, and calibrated with proper documentation being submitted to the Town, its consultant, and New Hampshire Department of Environmental Services (NHDES). When applicable a licensed electrician shall be used.

- 4.3** Town will establish location and layout including rough grade work. Contractor will work with Town in advance of scale delivery to layout the scale, set final grade for installation of scale and coordinate foundation construction.
- 4.4** The 25' approach ramps on either end of the scale are to be constructed by others in coordination with selected contractor.
- 4.5** Necessary conduit trenching shall be conducted by others and coordinated with the Contractor.
- 4.6** The Town will be responsible for prepping and setting the scale house in addition to bringing power and communication to the project site in advance of scale delivery.
- 4.7** Contractor will supply all labor and equipment (crane) to off load scale, install scale, calibrate scale and certify scale. Space will be made by Town for vendor on site for staging. Any gravels, stone, or earth materials will be by Town per contractor's requirements and/or manufacturer's specifications for proper installation. All spoils from earth work will be the responsibility of the Town.

5. Project Schedule

Necessary site work, utility work, and scale house set-up shall be conducted by and through the Town during June 2019. It is expected that scale delivery and set-up will occur between July 1, 2019 and September 1, 2019. More detailed work scheduling and sequencing will be coordinated as site preparations by the Town are planned during the spring of 2019. It is understood that complete scale set-up and full operation shall be within one (1) week of delivery.

6. Payment Schedule

Payment schedule for the scale is negotiable however; shall generally conform to these requirements. 40% of the bid price may be granted after full submission of all required documentation has been reviewed and approved and after the scale has been ordered. 40% of the bid price may be granted upon delivery of the scale to the project site. The remaining 20% of the Bid price may be granted upon full set-up and operation of the scale and after all final documentation, certificate of origin (or comparable document) and other necessary certifications are received.

7. Training

Necessary staff training on general scale operation and maintenance of the scale shall be subsidiary to the Bid.

8. Warranty

Warranty for parts takes effect immediately after final payment for work. If any warranty is voided as determined by manufacturer due to improper installation then vendor will also be responsible for any additional costs including but not limited to parts, shipping, labor, licensed sub-work, and trucking.

8.1 Scale weighbridge must have a minimum 5 year warranty against manufacturer's defects.

8.2 Load cells shall have a lifetime warranty

8.3 Summing boards shall have a lifetime warranty.

GENERAL TERMS AND CONDITIONS

PREPARATIONS OF BIDS/PROPOSALS: Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

Completed Bid proposals shall contain the following:

- Completed and executed Bid Form
- Narrative of work experience and qualifications. (required only if specifically stated in the invitation)
- Executed Statement of Non-Collusion
- Executed Indemnification Agreement
- Completed Notice to Qualified Firms
- Completed Specifications Exception Form

Prospective Bidders are encouraged to complete the No Bid Questionnaire if they choose not to bid.

SUBMITTED BIDS/PROPOSALS: Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer up to three (3) calendar days prior to the bid opening. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

PROPOSAL EVALUATION: The Town reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Bidder:

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.

- Fails to submit his proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents his services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the town.

PROPOSAL RESULTS: All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Requests for bid results shall be submitted in writing to the Purchasing Agent after the public opening. Request for Proposals will remain confidential until the proposer has been selected.

KNOWLEDGE AND EXPERIENCE: Only Contractors experienced in the industry will be considered for the work. Contractors shall submit a concise summary demonstrating their qualifications, including a minimum of three municipal and/or utility references familiar with their work. Highlight your company's experience to provide the highest quality and effective product and reliable service and support. References will be contacted to confirm the quality of previously completed work, suitability of Contractor operations, and responsiveness to the owner's needs.

RIGHT TO REJECT BIDS: The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

AWARD OF CONTRACT: It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- Be able to comply with the proposed or required time of completion or performance schedule; and
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible Bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the supply terms. No

award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully. The Owner's decision or judgment on these matters shall be final, conclusive, and binding. The Owner may make such investigations as it deems necessary, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

EXECUTION OF AGREEMENT: The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

FAILURE TO EXECUTE AGREEMENT: Failure of the successful Proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION: If at any time the Proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

FAILURE TO SUPPLY GOODS OR SERVICES: If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/service (s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

INSURANCE CERTIFICATES: Prior to the award of this contract, the Contractor shall be required to provide a Permit and License Bond in the amount of \$5,000 which shall be in effect for the duration of the contract and warranty period. Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability and property damage in the following amounts:

Comprehensive General Liability	\$ 1,000,000/\$ 3,000,000
Auto Liability: Property Damage	\$ 1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 3,000,000
Workmen's Compensation	as required by the State of New Hampshire

PRICING: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All services, materials, labor, and equipment required for the Work, will be supplied at the prices provided in the submitted Bid Form and are intended to provide a complete project.

DELIVERY: Pricing so stated on the Bid Form shall be inclusive of delivery and any other shipping charge. No additional compensation shall be granted for delivery or any shipment requirement unless specifically provided for. Deliveries are to be made only to the

department or division indicated on the order and in accordance with accepted commercial practices.

OR-EQUAL: The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

GUARANTEES AND WARRANTIES: All work performed under this contract shall be guaranteed for a period of one year from the date of project acceptance and issuance of final payment. The Contractor shall be responsible for promptly repairing/replacing any area which is deemed unacceptable by the Town. The Contractor shall reimburse all damages or losses due to deficient materials or workmanship. Additional Warranty requirements are stated in the Scope of Work if present.

FORCE MAJEURE: Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.

PROGRESS OF WORK: It is the intent of the owner that once the Contractor has mobilized to begin construction the project be prosecuted continuously without interruption with the work continuing until the project is complete. Stoppage of the work for any reason (including pay application delays) shall be only if approved/ directed by the owner in writing.



Town of Salem, New Hampshire

Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

BID FORM

In compliance with all specifications enclosed the Bidder hereby proposes to provide services/equipment in strict accordance with the specifications provided. All services, materials, labor, and equipment required for furnishing and installing (1) Active Scale Modu-Deck Model AMD-1070-3-135-PV is stated below.

OR EQUAL, if proposed, as specified in the Scope of Work is stated below (refer to OR-EQUAL requirements in the General Provisions and in the General Terms and Conditions);

Specify Brand & Model: _____

Purchase Price Delivered and Installed

Written _____ Dollars \$ _____
Figures _____

Manufacturer's Warranty _____

Location of Warranty Services _____

Extended Warranty \$ _____

- Proposal Submitted by (Business Name) _____
- Title of person authorized to sign proposals _____
- Name of person authorized to sign proposals (printed) _____
- Signature of person authorized to sign proposals _____
- Business Phone _____ Business Fax _____
- Business Address _____ Date _____
- Business Email _____
- Business Type _____ (Individual, Partnership, Corporation etc.)



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Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below.

Bids/proposals on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed _____
I DO meet specifications

Signed _____
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

Failure to submit this form with your Bid/Proposal response may result in your Bid/Proposal being rejected as unresponsive.



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NON-COLLUSION STATEMENT

The Undersigned certifies under penalties of perjury that this bid in all respects is bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title _____

Signature _____

Company _____

INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, Sub Contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company _____
- Taxpayer Identification Number _____
- Authorized Signature _____
- Contact Phone _____
- Address _____
- Date _____



Town of Salem, New Hampshire
Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

Notice To Qualified Firms

*Do not alter bid documents in any way.

*All bid documents must be filled out to be considered.

If you wish to offer comments, additional information or alternate bids, please do below or on a separate sheet and attach it to the bid sheet.

- _____
- _____
- _____
- _____

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

For questions or clarification on specifications please contact
Roy Sorenson (603) 890-2154

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration.

DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.



Town of Salem, New Hampshire

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33 Geremonty Drive
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FORM OF AGREEMENT

THIS AGREEMENT, Made this _____ day of _____, 2018 by and between the Town of Salem, NH herein called "**CLIENT**" and _____ called "**CONTRACTOR**" agrees to perform professional services and furnish a Modular Truck scale system as specified in this **RFP 2018-029**

The **CONTRACTOR** hereby proposes to provide all services, materials, equipment, and miscellaneous supplies required to furnish the proposed equipment in strict accordance with the technical specifications provided.

The **CONTRACTOR** agrees to furnish a Modular truck scale System per specifications. The manufacturer will be _____ as specified in the Form for General Bid.

The **CONTRACTOR** agrees to perform all of the work described in the technical specifications and comply with the terms therein for the sum of _____, as shown in the Form for General Bid.

The **CONTRACTOR** agrees to all terms and conditions specified in sealed RFP 2018-029

Invitation to Bid / Notice to Qualified Firms

Specification Exception / Form for General Bid

Technical Specifications / Insurance Requirements

Non-collusion Statement/General Terms and Conditions / Indemnification Agreement

The **CONTRACTOR** hereby agrees to supply appropriate equipment specified in the Form for General Bid on or before September 1, 2019.

CONTRACTOR:

Title _____

By: _____
(Authorized Representative)

Date: _____

CLIENT:

Title _____

By: _____
(Authorized Representative)

Date: _____

ATTACHMENT A





Town of Salem, New Hampshire

Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

No Bid Questionnaire

Reference: Sealed Bid-2018-029

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

* * * * No Bid Questionnaire * * *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description): _____

Dated _____, for the following reasons:

Item not supplied by our company.
 Bid Specification (Give reason(s) e.g., too restricted, not clear etc,)

 Profit Margin too low
 Past experience with the Town of Salem (give specific's e.g. payment delay, bid process, admin problems, etc.)

 Insufficient time allowed to prepare and respond to bid request.
 Bid requirements too large _____ or too small _____ for our company.
 Priority of other business opportunities limits time.
 Other reason(s) Please Specify: _____

Company Name _____

Address _____

Phone _____

(Name & Title)

(Signature)