

**REQUEST FOR BIDS
SCALE PURCHASE AND INSTALLATION
FOR
ENVIRONMENTAL MANAGEMENT DEPARTMENT
RFB # 15-0324**



COUNTY COMMISSIONERS

JONATHAN BARFIELD, JR, CHAIRMAN

BETH DAWSON, VICE CHAIRMAN

WOODY WHITE

SKIP WATKINS

ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER

TABLE OF CONTENTS

Section 1 - Advertisement

Section 2 - Instructions and General Conditions

- 2.1 Schedule
- 2.2 Preparation of Bid
 - 2.2.1 Completion of Bid
 - 2.2.2 Required Specifications
 - 2.2.3 Deviations
 - 2.2.4 Warranties
 - 2.2.4.1 Free from Defects
 - 2.2.4.2 Fit for a Particular Purpose
- 2.3 Submission of Bid
 - 2.3.1 Bid Bond
 - 2.3.2 Bid
 - 2.3.3 Unacceptable Bids
 - 2.3.4 Quality
 - 2.3.5 Description
 - 2.3.6 Signature Required
 - 2.3.7 Late Bids
- 2.4 Communication
- 2.5 Material and Workmanship
- 2.6 Trade Secret Confidentiality
- 2.7 Term of Contract
- 2.8 Withdrawal of Bids
- 2.9 Condition of Goods
- 2.10 Time for Opening Bids
- 2.11 Award of Contract
- 2.12 Ownership of Documents
- 2.13 Taxes
- 2.14 Equal Opportunity
- 2.15 Responsibility of Compliance with Legal Requirements
- 2.16 Indemnity
- 2.17 Insurance
 - 2.17.1 Workers Compensation
 - 2.17.2 Commercial General Liability
 - 2.17.3 Automobile Liability Insurance
- 2.18 Addendum
- 2.19 Compliance with Bid Requirements
- 2.20 Cost of Bids
- 2.21 Right to Reject Bids

Section 3 – Technical Specifications

Section 4 – Draft Contract

Section 5 – Bid Form

NEW HANOVER COUNTY, WILMINGTON, NC
REQUEST FOR BIDS
SCALE PURCHASE AND INSTALLATION
FOR
ENVIRONMENTAL MANAGEMENT DEPARTMENT
RFB # 15-0324

In accordance with NCGS 143-129, sealed Bids addressed to Lena Butler, Purchasing Supervisor, New Hanover County Finance Office, 230 Government Center Drive, Suite 165, Wilmington, North Carolina 28403 and marked “**SCALE PURCHASE AND INSTALLATION-RFB # 15-0324**” will be accepted until **2:00 P.M. EST, Wednesday, April 29, 2015.**

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the New Hanover County Finance Office, Suite 165, Conference Room 500 Wilmington, North Carolina.

Instructions for submitting Bids and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcgov.com/business-nhc/bids>.

The Environmental Management Department and the Board of County Commissioners reserve the right to accept or reject any or all Bids and to make the award which will be most advantageous to the County.

Lena L. Butler, Purchasing Supervisor
New Hanover County
(910) 798-7190

Released: Wednesday, April 15, 2015

Section 2 Instructions and General Conditions

2.1 Schedule

Advertisement	<i>Wednesday, April 15, 2015</i>
Deadline for Questions	<i>Wednesday, April 22, 2015, 2:00 PM EST</i>
Answers provided	<i>Thursday, April 23, 2015, 7:00 PM EST.</i>
Deadline for Receipt of Bids	<i>Wednesday, April 29, 2015 at 2:00 M EST.</i> New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, North Carolina 28403 (Opening: Finance Conference Room 500)

2.2 Preparation of Bid

2.2.1 Completion of Bid Form: Bidders are instructed to submit their bid on the bid Bid form contained in this bid package. One (1) original and two (2) clearly identified copies of the bid shall be included, as well as one (1) copy on CD/DVD/USB drive.

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

All bids must be signed. **Bids not signed will be rejected.** Changes or corrections made on the Bid should be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.2.2 Required Specifications: Bidder's bid shall be in strict accordance with the County's specifications. The Environmental Management Department and the Board of County Commissioners reserve the right to reject any and all Bids deemed non-responsive to the requirements set forth in the RFB.

2.2.3 Deviations: New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.2.4 Warranties

2.2.4.1 Bidder warrants that all goods furnished shall be free from all defects, and shall conform in all respects to the technical specifications established by the County.

2.2.4.2 If the County's specifications include a statement of the particular purpose for which the goods will be used, the goods offered by bidder shall be fit for this purpose.

2.3 Submission of Bid

2.3.1 Bond: A bid bond is not required.

2.3.2 Bids: All bids in response to this RFB shall be delivered to the address listed below. Any Bid arriving after the deadline will not be accepted and will not be considered. Bidders are instructed to submit one (1) original and two (2) clearly identified copies of their bid as well as one (1) copy on CD/DVD/USB drive in a sealed envelope properly marked "**RFB # 15-0324-SCALE PURCHASE AND INSTALLATION**" and shall be addressed to County at the following address:

New Hanover County Finance Office
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403

Delivery of Bids to the proper individual is the sole responsibility of the Bidder. Bids are due **Wednesday, April 29, 2015, at 2:00 PM EST.**

2.3.3 Unacceptable Bids: Bids submitted via telegraph, facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Invitation for Bids will not be acceptable.

2.3.4 Quality: Items offered must at least meet specifications called for and must be of quality which will adequately serve the use and purpose for which it is intended.

2.3.5 Description: Bidders must furnish with their bid detailed descriptive literature and general specifications and other pertinent data necessary for evaluation of their bid.

2.3.6 Signature Required: Please be sure to sign your bid. Failure to sign bid prior to submittal shall render bid invalid.

2.3.7 Late Bids: Late bids will not be accepted. It is the responsibility of the Bidder to have the bid delivered to the location specified in the RFB by the time and date noted.

2.4 Communication

2.4.1 After the bid issue date, all communications between the County and prospective Bidders regarding this bid request shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing lbutler@nhcgov.com or faxing (910) 798-7410. All questions concerning this bid shall reference the bid number, section number and paragraph. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. **All questions shall be received no later than 2:00 P.M., EST, Wednesday, April 22, 2015.**

2.4.2 Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section. If any vendor attempts any unauthorized communication, the Bid will be rejected.

2.4.3 All Bidders who intend to submit a Bid on this project should send an email to lbutler@nhcgov.com including pertinent contact information. This will ensure that you receive all addenda issued for this RFB; if applicable.

2.5 Material and Workmanship

All equipment furnished will be guaranteed to be new and of current manufacture, to meet all requirements of these specifications, and to be ready for use at time of delivery. All workmanship will be of high quality and accomplished in a professional manner so as to insure that the equipment is functional.

2.6 Trade Secret Confidentiality

Bids submitted shall not be subject to public inspection until a contract is awarded.

According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Bidder while attempting to maximize the availability of information to the public.

2.7 Term of Contract

Contractor shall commence services on Notice to Proceed via Purchase Order with all work being completed within thirty (30) days of said notice.

Withdrawal of Bids

Bidders may withdraw or withdraw and resubmit their Bid at any time prior to the closing time for receipt of Bids. NO Bid may be withdrawn after the scheduled closing time for receipt of Bids for a period of ninety (90) days.

2.8 Condition of Goods

All goods shall be new and in no case will be used, reconditioned, refurbished, remanufactured, or obsolete equipment be accepted.

2.9 Time for Opening Bids

Bids will be opened promptly and read at the time and date set forth in the advertisement. Bidders or their authorized agents are invited to be present. Any bids received after the scheduled closing time for the receipt of bids will not be accepted.

2.10 Award of Contract

The contract will be awarded to the bidder whose goods or services are determined to be the best value to the County. When evaluating the bid Bids, the following factors will be considered: The lowest responsive, responsible bidder, taking into consideration cost, quality, performance and time.

2.12 Ownership of Documents

All material received in response to this RFB shall become the property of the County and will not be returned to the vendors.

2.13 Taxes

New Hanover County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

If bidder is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. The County will pay North Carolina sales tax over and above bid prices when invoiced.

2.14 Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County invites and encourages participation in this procurement process by businesses owned by minorities, women, and handicapped.

2.15 Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

2.16 Indemnity

Bidders shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Vendor hereunder, resulting from the negligence of or the willful act or omission of Vendor, his agents, employees and subcontractors.

2.17 Insurance

Before commencing any work, the Bidder shall procure insurance in his/her name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this RFB. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

2.17.1 Workers Compensation and Employers Liability Insurance.

Covering all of the Bidder's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$1,000,000/1,000,000/1,000,000 applicable to claims due to bodily injury by accident or disease.

2.17.2 Commercial General Liability.

Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$2,000,000 per occurrence, combined single limits, applicable to claims due to bodily injury and/or property damage. New Hanover County shall be named as an additional insured under this policy.

2.17.3 Automobile Liability Insurance.

Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$2,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

2.18 Addendum

The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum.

2.19 Compliance with Bid Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.20 Costs of Bids

The costs incurred by prospective Bidders in the preparation of the response to this Request for Bids are the responsibility of the responding Bidders and will not be reimbursed by New Hanover County.

2.21 Right to Reject Bids

The Environmental Management Department and the Board of County Commissioners reserves the right to accept or reject any or all Bids and to make the award which will be most advantageous to the County.

Section 3: Technical Specifications

BID SPECIFICATIONS

New Hanover County Scale Purchase and Installation

The New Hanover County Environmental Management Department seeks a contractor to provide turnkey services necessary to construct and install a new prefabricated 70' X 11' scale at its administrative offices located at 3002 U.S. Highway 421 N., Wilmington, NC. The scope of work will also include any necessary site work, grading, electrical, paving, and obtaining permits as necessary to complete the job. Prospective bidders may visit the site by appointment by contacting Kim Roane, Business Officer, by phone at (910) 798-4402 or via email to kroane@nhcgov.com. All components of the turnkey scale system replacement shall, at a minimum, consist of the following items:

Scale Platform

- Prefabricated 70' x 11' Concrete deck
- 3-module design
- 14.5" overall height with orthotropic rib design and 10" deck
- Concentrated Load Capacity of 100,000 lbs.
- Scale shall be designed and empirically tested to handle volumes up to 500 weighments/day for 20 years
- Manufacturer shall provide dimensionally correct drawings

Foundation

- Foundation construction consisting of forming and pouring piers and washout slabs consistent with the existing scale system
- (2) level concrete approaches (10' X 11') consistent with the existing scale system including concrete finishing of both the approaches and deck
- Contractor shall prepare the soil to achieve a minimum soil bearing of 2,500 psf. Contractor is responsible for conducting and providing the soil tests/results required to meet the soil bearing.

Entry/Exit Ramps

- Two (2) thirty (30' X 11') foot concrete ramps consistent with the existing scale system including concrete finishing

Side Rail Kit

- Full side rail scale kit consistent with the existing scale system
- Rails shall be 3.5" diameter schedule 40 galvanized pipe with end caps and painted OSHA Safety Yellow.

Load Cells

- Each load cell shall be constructed of stainless and hermetically sealed with a minimum capacity of 110,000 lbs
- Each load cell shall have an integral microprocessor that outputs a digital signal to the scale instrument.
- Each load cell shall have the ability to output signal strength, network health, moisture content, levelness, and record number of overloads.
- Load cells shall operate on a network and require no junction boxes, summing boxes, totalizers, etc.

Load Cell Cables and Home Run Cable

- The load cell and home run cables shall consist of stainless steel sheathed cables, quick disconnect connectors, 20 gauge, 8-conductor.

Instrumentation

- The scale instrument shall have flexible storage capability with a minimum of 256 megabytes of memory.
- The scale instrument shall run SQL or equivalent database application to enable possible integration into higher level databases (must be compatible with Carolina Software). A data conduit must be installed for all data wiring.
- All instrumentation shall be installed by the Contractor.

Lightning Protection

- The grounding system shall consist of a single point and include major components such as load cells and scale instrument.
- Verification of the lightning protection system's performance shall be available in writing from a third-party verification lab upon request.
- The load cells, cables and scale instrument shall be able to withstand the equivalent of a lightning strike of 38,000 amperes.

Electrical Work

- Contractor shall provide all electrical work necessary to operate the new scale system. This work shall include, but is not limited to, conduit, wiring, trenching, and entry and exit stop lights

Permits

- Contractor shall be responsible for obtaining any and all permits necessary to complete the work.

Paving

- Contractor shall provide all paving necessary to complete the job after scale installation. Paving shall consist of asphalt rated for heavy truck traffic and speed bumps at both the entrance and exit of the scale system consistent with the existing scales.

Warranty

- The warranty shall be for a minimum period of 5 years from date of installation.
- The scale manufacturer shall warrant the scale assembly including all load cells, weighbridge structure, scale instrument and associated cables from failure due to a defect in manufacturing, workmanship, lightning, or surge voltages.
- The warranty shall support 100% coverage of repair parts, labor, travel time, and mileage from the closest service location.
- The full cost of the warranty as specified herein shall be supported solely by the manufacturer and not in part by any other 3rd party or service provider.

Service

- A heavy duty test truck (minimum 20,000 lb. test weights and 5,000 lb. certified weight cart) shall be available from this location for both service and calibration.
- Contractor shall guarantee service within 24 hours of placing a service call.

Scale Location

The new scale shall be located adjacent to and to the north of the existing scale at 3002 U.S. Highway 421 North. The final location shall be agreed upon in the field with County staff

Section 4: Draft Contract

The Draft Contract will be provided via addendum.

Section 5 Bid Form

SCALE PURCHASE AND INSTALLATION

RFB # 15-0324

Deadline for Receipt of Bids: 2:00 p.m. EST, Wednesday, April 29, 2015

I certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Total Bid Amount as Specified \$ _____

Bid Price Written in Words:

Prices quoted in bid shall be FOB Destination and shall be a turnkey price, to include all costs; shipping, delivery, site preparation, permits, installation, setup, and training. Bidder shall guarantee the prices quoted against any increase for one hundred twenty (120) days or completion of project, whichever comes first.

Notice to Proceed

The undersigned, if awarded the bid, hereby agrees to execute a contract with New Hanover County in the form specified after the award and to begin the process of providing the SCALE PURCHASE AND INSTALLATION as specified in this bid upon receipt of a Purchase Order issued by New Hanover County and the fully executed contract.

Addendum

Receipt of the following Addendum is acknowledged:

Addendum No. _____ Date _____, 2015

Addendum No. _____ Date _____, 2015

References: Please provide three (3) references for whom similar goods and services have been provided:

Company	Contact Name	Phone	Email

Bidder Information

Please check as appropriate and complete the items below.

The Bidder is:

_____ An Individual

_____ A Partnership between: _____

_____ A Joint Venture consisting of: _____

_____ A Corporation organized under the laws of the State of _____

Signature of Representative and Date Signed	
NAME AND TITLE:	
COMPANY:	
ADDRESS:	
TELEPHONE:	
EMAIL:	