



## **Town of Derry, New Hampshire**

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### **REQUEST FOR PROPOSAL**

#### **Design & Construction Services for Police/Fire Radio Infrastructure**

**ACCEPTANCE DATE:** August 14, 2017 3:00 p.m. Local time

**RFP NUMBER:** B18-109

**ACCEPTANCE PLACE** Town Administrator's Office – 3<sup>rd</sup> Floor  
Derry Municipal Center  
14 Manning Street  
Derry, NH 03038

Sealed Envelopes Must Be Marked:

**Design & Construction Services Police/Fire Communication System**

**PRE-PROPOSAL CONFERENCE:** A Pre-proposal conference will be held in the 3<sup>rd</sup> floor meeting room - 14 Manning St, Derry, NH at 9:00 am on July 27, 2017. Any corrections or changes to the original RFP as a result of this conference shall be issued to ALL bidders, as RFP Addenda, as soon thereafter as may be possible.

**EFFECTIVE DATE OF AWARD:** The effective date of the award shall be on or about September 11, 2017.

Requests for information related to this request should be directed to:

Scott Jackson  
Assistant Fire Chief  
(603) 432-6751  
Email Address: [scottjackson@derrynh.org](mailto:scottjackson@derrynh.org)

George Feole  
Police Captain  
(603) 432-6111  
Email Address: [georgefeole@derrynh.org](mailto:georgefeole@derrynh.org)

ISSUE DATE: July 17, 2017

REQUEST FOR PROPOSAL

**Design & Construction Services for  
Derry Police/Fire Department Communication infrastructure**

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Prepared By: Scott Jackson  
Assistant Chief Scott Jackson  
Derry Fire Department

Date: July 17, 2017

Prepared By: George Feole  
Captain George Feole  
Derry Police Department

Date: July 17, 2017

# **Design & Construction Services for Police / Fire Radio Infrastructure**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is to obtain proposals from qualified Vendors for the replacement of all end of life Base Stations and Receive Equipment at all current police and fire locations as described in this proposal. Additionally, upgrade the current fire side system to mirror the 5 watt portable friendly system the police department currently utilizes.

The following is an overview of the scope of work:

- Replace three (3) new IP Dispatch consoles at both the fire and police dispatch centers; a total of six (6) new IP Dispatch consoles.
- Install one (1) new IP Dispatch console or windows based PC at the EOC for redundant backup to support both dispatch centers.
- Replace all current radio receive and transmit equipment/cabling/antennas at all remote sites to include all battery backup and UPS equipment.
- Co-location of all current police site with fire to enhance coverage.
- Complete redundancy of both dispatch centers. (position #3)
- Install additional microwave backup to current critical sites.
- Utilize the full capabilities of the current Motorola APX series Portable/mobile radios - Attachment A.
- The new system shall interact and function with all current radio/notification/alarm equipment not scheduled to be replaced (doors, lights, zetron system).
- Install a repeater system to replace the current simplex system (fire side).
- Perform any necessary re-programing of subscriber frequencies to all town fire/police radios.

The following locations are considered part of the upgrade:

- Derry Fire Dispatch (Police/Fire Simulcast site - redundant police)
- Derry Police Dispatch (redundant fire)
- Municipal Center/EOC (redundant backup - both)
- Warner Hill Tower (Police /Fire Main Simulcast site)
- Heritage Lane (receive site - both) or 69 Bypass 28 based on coverage
- Kendall Pond road tower (receive site - both)
- Pinkerton Academy (Police Simulcast site) If testing proves the school can be effectively serviced by the DFD HQ site, this site may be eliminated
- Parkland Medical Center (receive site - both)
- Gaita Drive (receive site - both)
- Chester Tower (Route 102) Fire Simulcast site
- Install a Building Distribution Amplifier at Parkland Medical Center for Fire

System design may be altered if engineering and study indicates that a different configuration will accomplish the goal of having talk in and talk out coverage in all areas where it currently exists.

Vendor will be responsible to ensure that the RF communication systems, currently in use by the Town, continue to be fully operational and uninterrupted during the project duration.

## **2.0 COMPETITION INTENDED**

It is the Town's intent that this RFP shall permit competition. It shall be the bidder's responsibility to advise the Originator in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Originator not later than ten (10) days prior to the date set for proposals to close.

## **3.0 SCOPE of SERVICES**

### **Conceptual Plan**

The consultant shall provide a conceptual plan, including a detailed statement of work for the product/services believed to be appropriate for the Town of Derry, addressing the *Scope of Services* detailed in this RFP as well as *Capabilities, Warranty, and Maintenance*.

The plan should indicate the following:

- Consultant's name, address, and names of primary contacts.
- Outline personnel skills and services that distinguish the Contractor, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the consultant's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work.
- Evidence of ability to work within tight time constraints.
- Provide the earliest date available to assume these duties.
- A proposed fee structure (cost per hour), based upon the plan of work proposed by the bidder.
- Three (3) references are to be included with the proposal.

The detailed statement of work outlined in the plan must address the following:

- Model, make, capabilities, and price of all new equipment proposed to be used.
- Detailed breakdown of costs, including labor, as associated with Capabilities section.
- Coordination with other service providers; one point of contact (if they have subcontractors and vendors).

Exceptions nor extensions to established deadlines will not be granted.

## **SYSTEM WARRANTY**

The duration of the warranty period shall be one (1) year - parts and labor for all installed base stations, consoles, antennas, equipment, cabling (including connectors, grounding halos, and clamps to connect the cable to the towers) and proper attachment to all towers. The warranty period shall begin upon Final System Acceptance. The warranty shall include all provided parts and labor for base stations, consoles, antennas, equipment, cabling (including connectors, grounding halos, and clamps to connect the cable to the towers) and antenna attachments. The Contractor shall warrant and guarantee further that the equipment furnished hereunder is of good workmanship and materials and operable. During the warranty period, the Contractor will be responsible for correcting all malfunctioning equipment in a timely manner and at no additional cost to the Town.

Warranty for any additional system hardware purchased during the implementation of the system shall be one (1) year - parts and labor. The warranty period shall begin upon Final System Acceptance.

## **MAINTENANCE DURING THE WARRANTY PERIOD**

The Contractor shall describe how warranty services and repair will be provided during the warranty period. During the warranty period - the Contractor shall respond to all calls for repair service at no additional cost to the Town. Warranty service shall be on a 24-hours per day, 365-days per year basis. The Contractor shall have qualified technicians available to respond to major system failures within four (4) hours of notification by the Town. For minor system failures, the Contractor shall have qualified technicians available to respond within eight (8) hours or next business day notification by the Town. A major system failure shall be defined as a failure of installed or transferred equipment that degrades the system to the point that communications are no longer possible on the system within the expected service area. A minor system failure shall be defined as any failure that does not fall under the definition of major failure above. Should the Contractor not respond within the mandatory response times listed above, the Town may impose financial penalties against the Contractor.

Acceptance of the system upon completion of the project shall not preclude the Town from requiring strict compliance with the Contract, and that the Contractor shall complete or correct, any faulty, incomplete, or incorrect work not discovered at the time of acceptance.

If onsite service is required, a mutually agreeable time will be determined based upon the severity of the system failure. If a time cannot be agreed upon after several scheduling attempts, the response classification can be moved to a high priority level by the Town. A technician beginning diagnostic or resolution activities on site constitutes an acceptable response.

## **FAILURE TO PROVIDE SERVICE UNDER WARRANTY**

If it becomes necessary for the Town to contract with another service provider for system repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the Town for all invoices for labor, materials required, and the shipping/handling costs thereof, to perform such repairs, within thirty (30) days from presentation of such invoices. This shall occur only after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair. Should the Contractor not respond within the mandatory response times listed above, the Town may impose financial penalties against the Contractor.

## **TECHNICAL SUPPORT**

The Contractor shall offer engineering and technical support to help resolve any operational or service problems that may occur during or after the warranty and maintenance periods. The Contractor shall provide 24/7 telephone hotline support for emergency technical support. The Contractor shall certify that this support will be available to the Town for the life of the system.

## **4.0 CONTRACT TERMS AND CONDITIONS**

### **4.1 Procedures**

The extent and character of the equipment and services to be performed by the selected vendor shall be subject to the general control and approval of the authorized representative(s). The firm shall not comply with requests and/or orders issued by other than A.C. Jackson or Capt. Feole, the authorized representative(s) acting within their authority for the Town of Derry. Any changes to the contract must be approved in writing by the original signatories and the Vendor.

### **4.2 Contract Period**

The contract period shall cover the period from contract award by the Town until the completion and acceptance of the construction project.

### **4.3 Delays**

If a delay is foreseen, the contractor shall give thirty (30) days prior written notice to the Town of Derry. The Town of Derry has the right to extend project completion date if reasons appear, in the sole discretion of the town's representative to be valid. Vendor must keep the Town Representative advised at all times regarding status of order.

Default in services promised (without accepted reasons) or failure to meet specifications, authorizes the Town of Derry to default the contract and to purchase

equipment, or services elsewhere and charge full increase in cost and handling to defaulting contractor.

#### 4.4 Delivery Failures

Should the vendor fail to deliver an order or complete the construction project in the time specified, or within a reasonable period of time thereafter, as determined by the Town of Derry, or should the vendor fail to make timely replacement of rejected items when so requested, the Town may purchase items of comparable quality in the open market to replace the rejected or undelivered items or contract with another vendor to complete the project. The vendor shall reimburse the Town for all costs above the contract price at comparable open market service rates.

#### 4.5 License Requirement

There are no special businesses licensing requirements for doing business with the Town of Derry under Town ordinances. Bidders are expected to possess the appropriate licenses and franchise agreements for the equipment manufacturers that they represent. The Town will not knowingly do business with unlicensed or unregistered vendors, or vendors who are not authorized dealers for the equipment they offer.

#### 4.6 Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the Town by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted to the Town of Derry on a valid certificate of insurance fifteen (15) days prior to the commencement of work and the bidder shall maintain such coverage for the duration of the contract period; for occurrence policies. Claims made against policies must be in force or that coverage purchased for three (3) years after contract completion date.

TYPE OF INSURANCE		LIMITS	
1. Comprehensive or Commercial General Liability (including Liability & Broad Form Property Damage):	a. Bodily Injury & Property Damage	Each occurrence	\$1,000,000.
	Bodily Injury & Property Damage	General aggregate	\$2,000,000
	b. Personal Injury (with Employment Exclusion deleted, if applicable).	Aggregate	\$1,000,000
2. Automobile Liability (including owned, non-owned and hired vehicles)		Combined single limit	\$1,000,000

		Bodily injury/person	\$500,000
		Bodily injury/accident	\$1,000,000
		Property damage/accident	\$1,000,000
3. Umbrella/Excess Liability		Each occurrence	\$1,000,000
		Aggregate	\$1,000,000
4. Errors & Omissions		Each occurrence	\$1,000,000
		Aggregate	\$2,000,000
5. Workers' Compensation	State		Statutory
	Employer's Liability	Each accident	\$500,000
		Disease, Each Employee	\$500,000
		Disease, Policy Limit	\$500,000

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The Town of Derry, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The bidder's insurance shall be primary over any applicable insurance or self-insurance maintained by the Town.
4. Shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the Town. At the option of the Town, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Town, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the Town, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the Town certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.



10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from Town's Chief Finance Officer.

#### 4.7 Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Town, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

#### 4.8 Safety

All vendors and subcontractors performing services for the Town of Derry are required and shall comply with all Occupational Safety and Health Administration (OSHA), State of New Hampshire and Town safety guidelines, and any other applicable rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

#### 4.9 Drug-free Workplace

The Town of Derry is a drug-free workplace. "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a vendor in accordance with this RFP, the employees, including subcontractors hired by the vendor, all of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

#### 4.10 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

#### 4.11 Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The Town may, in writing, require the Contractor to remove any employee, or subcontractor, -from work that the Town deems incompetent or careless.

Further, the Town may, from time to time, make inspections of the work performed under this contract. Any inspection by the Town does not relieve the

Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

#### 4.12 Method of Payment

Upon completion and acceptance of the services based on the Town issued Purchase Order(s), the Contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the project, the Town will render payment within thirty (30) days. Invoices shall be E-mailed to:

[adminservices@derrynhpolice.com](mailto:adminservices@derrynhpolice.com)

and

[Scottjackson@derrynh.org](mailto:Scottjackson@derrynh.org)

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

#### 4.13 Payments to Subcontractors

There shall be no subcontractors acceptable under the RFP who are not so indicated in the original proposal.

#### 4.14 Assignment of Contract

This agreement may not be assigned in whole or part without the written consent of the authorized representative(s) of the Town of Derry.

#### 4.15 Payments to Subcontractors

Within seven days after receipt of amounts paid by the Town for work performed by a subcontractor under this contract, the Contractor shall either:

a. Pay the Subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the Subcontractor under this contract; or

b. Notify the Town and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and

interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of the Town.

The Contractor shall submit to the Town a "Release of Mechanics Liens" letter or form from all of its first tier, and any subsequent tier, subcontractors prior to the Contract completion and acceptance of the services as noted in "Method of Payment" in §4.12 of this RFP.

#### 4.16 Termination

Subject to the provisions below, the contract may be terminated by the Town upon thirty (30) days advanced written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

##### a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the Town, without the required thirty- (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

##### b. Termination for Cause

Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived in the event of Termination for Cause.

##### c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

#### 4.17 Contractual Disputes

A Contractor shall give written notice to the Town Administrator of the intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Town Administrator no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Town Administrator shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Town Administrator's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town

Administrator, or her designee. The Town Administrator shall render a decision within sixty (60) days of receipt of the appeal.

#### 4.18 Severability

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

#### 4.19 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 other act of God.

#### 4.20 Provision Required by Law Deem Inserted

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

## 5.0 INSTRUCTIONS TO BIDDERS

### 5.1 Submission of Bids

Pricing must be inclusive, clear, and concise. Include other information as requested or required. Be sure proposal container is completely and properly identified. The face of the container shall indicate the item contained in the bid, time and date of opening, and the title of the RFP.

Proposals must be received by the Town of Derry before the hour specified on the opening date. Bids may be either mailed to 14 Manning Street, Derry, NH 03038 or hand delivered to 14 Manning Street, 3<sup>rd</sup> Floor (Town Administrators' Office), Derry, NH 03038. Four (4) copies of proposals must be received by **3:00 p.m., Thursday August 10, 2017.** The outside of the envelope should be clearly marked **"Proposal for the Design & Construction Services for Derry Police/Fire Department Communication Infrastructure"**

All proposals must include the following elements:

1. A proposed timeline for services.
2. Provide a list of similar projects to include municipal communication centers.

3. Provide individual and a lump sum amount for services on this project. Also, include costs for reimbursable expense and a fee schedule for additional services.
4. Identification and qualifications of the staff to be assigned to this project, including project manager.
5. Identification of any facilities or equipment that will be required to be provided by the Town.
6. The Town Administrator and/or designee, shall review and evaluate all proposals in accordance with the criteria contained herein and the provisions of applicable state and federal laws.
7. An original and four copies are required. Electronic submittals must be provided in MS Word/Excel format (drawings, if any, should be submitted on CD-ROM in .dxf format).

#### 5.2 Acceptances and Opening of Bids

At the time of the posted deadline for submission of bids, all bids shall be opened, time/date stamped for acceptance purposes. At that time, the bids shall be turned over to the Project Coordinators for review. Award of the bid shall be made at a later date. The Town of Derry Town Administrator, after receiving recommendation from the Project Coordinators, shall award the bid to the successful bidder.

#### 5.3 Pre Bid Meeting

There shall be a pre-bid meeting for all potential bidders. This meeting will give information regarding the bid and expectations of the Town of Derry and the Police/ Fire Department. The pre-bid meeting shall give bidders the opportunity to voice any questions regarding the RFP/Specification. The pre-bid meeting will be at:

**Municipal Center  
14 Manning Street  
Derry, New Hampshire 03038  
Date: July 27, 2017  
Time: 9 am EST**

#### 5.4 Inquiries & Questions

Inquiries pertaining to request for Proposal must give RFP number, title and opening date. All questions and/or inquiries made outside of the Pre Bid meeting shall be in writing and addressed to:

Scott Jackson  
Assistant Fire Chief  
(603) 432-6751  
Email Address: [scottjackson@derrynh.org](mailto:scottjackson@derrynh.org)

George Feole  
Police Captain  
(603)432-6111  
Email Address: [georgefeole@derrynh.org](mailto:georgefeole@derrynh.org)

All inquiries and answers will be provided, via email, to all participating vendors.

5.5 Firm Pricing for Town Acceptance

Bid price must be firm for Town acceptance for 90 days from bid opening date. "Discount from list," bids not acceptable unless requested.

5.6 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under New Hampshire law under the provisions of NH RSA 91A. The bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Bidders shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

5.7 Authority to Bind Firm in Contract

Bids must give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided in the lower right hand corner of the pricing page(s). Firms, including out of state firms, should include a copy of its certificate to do business in the State of New Hampshire and a print out from the New Hampshire Secretary of State's website showing that the firm is in good standing.

5.8 Correction or Withdrawal of Bids and Cancellation of Awards under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous proposals before or after award, or cancellation of awards or contracts based on such proposal mistakes, shall be permitted at the Town's discretion. After acceptance of proposals, no changes in proposed prices or other provisions of proposals prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Town Administrator/Fire Chief, or his representative.

No proposal may be withdrawn when the result would be to award the contract on another proposal of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a proposal is

withdrawn, the lowest remaining proposal shall be deemed the low proposal. If the Purchasing Agent, authorized representative or a designee of such, denies the withdrawal of a proposal, he shall notify the bidder in writing stating the reasons for his decision.

#### 5.9 Subcontractors

All bidders shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the successful vendor's selection of subcontractors.

#### 5.10 References

All bidders shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of proposal as non-responsive. Preferred references include other local government agencies.

#### 5.11 Condition of Items

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise disclosed and so indicated in the proposal. Verbal agreements to the contrary will not be recognized.

#### 5.12 Descriptive Literature

All proposals shall include any descriptive literature on an item being offered. Failure to include this information with your proposal may result in the entire proposal being considered unresponsive

#### 5.13 Price List

All proposals shall include the most recent price list for related devices and services. Failure to include this information with your proposal may result in the entire proposal being considered unresponsive.

#### 5.14 Upgraded and New Technologies/Price Reductions - Technology Advancement

Bidders shall include with their proposals, their approach for inclusion of new and enhanced design, construction methods and equipment, including price reductions. Failure to include this information with your proposal may result in the entire proposal being considered unresponsive.

#### 5.15 Payment of Taxes

All bidders located or owning property in the Town of Derry shall assure that all real and personal property taxes are paid prior to submitting a proposal, unless a formal abatement application has been filed and is under consideration or appeal.

The Town will verify payment of all real and personal property taxes by the successful bidder prior to the award of any contract.

#### 5.16 Exemption from Taxes

The Town is exempt from all sales and Federal excise taxes. Our exemption number is 06-000222. Please bill less these taxes.

#### 5.17 Late Proposals

Late proposals will be returned to bidder UNOPENED, if opening date and bidder's return address is shown on the container.

#### 5.18 Rights of Town

The Town reserves the right to reject all or any part of any proposal, waive informalities or technical or legal deficiencies, and to accept any proposal that the Town deems to be in the best interest of the Town, including the current and future interests of both departments. The Town reserves the right to reject all bids and repost the RFP.

The Town also reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion; or to purchase on the open market if it is considered in the best interest of the Town to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

#### 5.19 Prohibition as Subcontractors under Competitive Bidding

No bidder who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

#### 5.20 Deviations from Specifications



If there is any deviation in the source, quality, etc. of any item in the proposal from that prescribed in the specifications, the appropriate line in the specifications shall be ruled out and the substitution clearly indicated. The Town reserves the right to determine the responsiveness of any deviation.

#### 5.21 Basis for Award

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor 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;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal.

Subject to the reserved rights in §5.18, the contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

#### 5.22 Modification after Award

The Town reserves the right to incorporate minor modifications. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

#### 5.23 Security

Due to federal regulations, national name and fingerprint checks are required for all contractors that work in the Police Facility. The successful bidder will supply the Name, Date of Birth, Race, and Sex of all employees that will be working at 1 Municipal Drive within 10 business days of the bid being awarded. If any person is found to have a criminal record containing felony charges that person will not be permitted to work at the Derry Police Department. After successful completion of the national name based check the Derry Police Department will contact the successful bidder to schedule employees to be

fingerprinted and issue a notice to proceed. The notice to proceed shall start the clock for any time frames specified for job milestones and completion.

\_\_\_\_\_ FBI CJIS basic security awareness training is required for all contractors that will work at 1 Municipal Drive. Non-Information Technology contractors shall complete training at the time of fingerprinting. Information Technology contractors will be required to complete the CJIS Online Security Awareness training.

\_\_\_\_\_ If any contractor has previously completed this training with the State of New Hampshire or any other agency in New Hampshire written documentation shall be provided by the contractor.

#### 5.24 Confidentiality

The successful bidder shall understand that while performing the services under this contract, it will be working in areas where confidential and proprietary information may be kept, including confidential patient information. Under no circumstances, except as otherwise agreed to in writing, is any of the contractor's personnel, and specifically including any subcontractors wherever the term personnel is used, to have access to any confidential information of the Derry Police/Fire Department / Town of Derry.

Further, in the event that the successful bidder inadvertently is exposed to any confidential information, the successful bidder agrees not to use or further disclose such information to anyone.

The successful bidder further agrees to educate its personnel as to the importance of confidentiality with respect to the performance of this contract, and to maintain a strong confidentiality policy applicable to all of its personnel who may be assigned to perform services at the Derry Police/Fire departments.

The successful bidder will take steps to ensure that its personnel remain only in authorized areas of the Derry Police/Fire Department and that they will not open any files, desks, boxes, disk storage cases, or any other containers that may potentially contain confidential and proprietary information.

Any violations of this confidentiality provision shall be cause for immediate termination of any contract, without notice.



## Town of Derry

Derry Municipal Center  
14 Manning Street  
Derry, NH 03038

### **Design & Construction Services for Derry Police/Fire Department Communication Infrastructure**

The following shall be returned with your proposal. Failure to do so shall be ample cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addenda.

1. References, per Section 5.10
2. Addenda, if any.
3. Descriptive Literature, per Section 5.12
4. Price List, per Section 5.13 (Include any ***Options***)
5. Payment Terms: To be negotiated with Contractor awarded bid.
6. Additional information

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

References for: \_\_\_\_\_

Bidders shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
5. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

## 6.0 PUBLIC / LEGAL NOTICE:



Town of Derry

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### REQUEST FOR PROPOSAL

## Legal Notice

**Town of Derry, New Hampshire**

**Design & Construction Services for  
Derry Police/Fire Department Communication Infrastructure**

The Town of Derry is currently seeking bids for **Design and Construction Services for Derry Police/Fire Department Communication Infrastructure.**

Bid specifications can be obtained from the Town's website

<http://www.derrynh.org>. There shall be a pre-proposal meeting for all bidders at: Derry Municipal Center, 14 Manning Street, Derry, NH 03038 on July 27, 2017, at 9 am EST. All submissions are due by August 14, 2017 at 3p.m.

local time at the Derry Municipal Center, 14 Manning Street – 3<sup>rd</sup> Floor (Town Administrator's Office), Derry, NH 03038. The Town of Derry reserves the right to reject any or all bids on any basis and without disclosure of reason.

## **Attachment A**

**APX 6000-8000 Portables  
APX 6500 Mobiles**

### **Features:**

**Enhanced Encryption capability**

**GPS Outdoor Location Tracking**

**Programming Over Project 25**

**Over the Air Rekey**

**Text Messaging**

**Man Down**

**ASTRO 25 Integrated Voice & Data**