



**Town of Derry, New Hampshire**

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***REQUEST FOR PROPOSAL***

**B-20-113**  
**ACCESS CONTROL**

**ACCEPTANCE DEADLINE: Friday, September 27, 2019 2 PM**

**ACCEPTANCE PLACE: 14 Manning St, Derry, NH 03038**

**SEALED ENVELOPES MUST BE MARKED:**

ACCESS CONTROL

Attention: Alan R Cote

14 Manning St

Derry, NH 03038

**BID OPENING:**

Friday, September 27, 2019 at 2 PM

Derry Public Works

14 Manning Street

Derry, NH 03038

**RFP COORDINATOR:**

Alan Cote

Supt. of Operations

Derry Public Works

## Information and instructions to Bidders:

1. Bids will be received by the Derry Public Works Department at 14 Manning Street, Derry, New Hampshire 03038 until the time specified in the Request for Proposal and then opened and read aloud for the information of the bidders and others properly interested who may be present either in person or by a representative.
2. Strict compliance with the requirements of the Request for Proposal, terms and conditions, and instructions printed is necessary. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted
3. The following meanings are attached to the defined words when used in this document:
  - a. The word "Town" means the Town of Derry, New Hampshire.
  - b. The word "Bidder" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
  - c. The word "Contractor" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
  - d. The words "firm price" shall mean a guarantee against price increase during the life of the Contract.
4. Each bid must give the full business address of the Bidder and be signed by him/her in ink with their usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his/her signature the word "president", "secretary", "agent" or other title without disclosing their principal may be held to be the bid of the individual signing. When requested by the Town, satisfactory evidence of the authority of the signing officer signing on behalf of the corporation shall be furnished.
5. The Town of Derry reserves the right to reject any and all proposals, wholly or in part, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town. The following will be considered:
  - a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;

- b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
  - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
  - g. The quality, availability, and adaptability of supplies or contractual services to the particular use required;
  - h. The ability of the Bidder to provide future maintenance and services for the use of the subject of the Contract;
6. The bid will be awarded to the most responsive, performing, low bidder unless supporting information presented recommends another bid. In cases where two or more Bidders have the same net bid, the Town may give preference to firms located within the Town.
7. A bidder will be permitted to withdraw their proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening of the proposals
8. Bidders are invited and encouraged to perform a site walk through prior to placing a bid. This can be arranged by contacting Ronald Robinson at (603)234-5116 for the walk through at the Derry Municipal Center.
9. It will be the responsibility of the Bidder to see that their bid is received by the Derry Public Works Department as specified.
10. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Sealed Bid Invitation. Every request for such interpretation or request for change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

Mail: Alan Cote  
Derry Public Works Department  
14 Manning St  
Derry, NH 03038  
Email: [alancote@derrynh.org](mailto:alancote@derrynh.org)

11. Should the successful Contractor fail to make delivery or complete the contract within time specified, the Town reserves the right to procure the equipment/product from other sources and hold the Contractor liable for any excess cost.
12. The Town reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the Town elects to exercise this right, all prices quoted pursuant to this Sealed Bid Invitation will remain firm, and the Town shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the Town.
13. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
14. The Bidder must certify that no official or employee of the Town or State of New Hampshire, has a pecuniary interest in the proposal or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud, collusion or in connection with any other person submitting a proposal.
15. The Bidder, if awarded an order or contract, agrees to protect, defend and hold the Town harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.
16. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the Town from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the Town, its employees, representatives, agents, etc.
17. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced.
18. The Bidder, if awarded an order or contract, agrees to provide to the Town proof of Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are a copy of a federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence

from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) PREPRINTED on it. Any impertinent information may be blackened out before sending to the Town. Copies of tax returns must show taxpayer section and signature

19. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the Town, and all Town Ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.

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

**SPECIFICATIONS**

The Town of Derry is hereby requesting firm pricing from qualified vendors to submit proposals to upgrade and configure a Millennium Xtra access control system with QRC architecture to Millennium Ultra and EDCD architecture. The system is located at 14 Manning St, Derry, NH and consists of 29 doors and an elevator control.

**COMPLETION OF WORK:**

The project must be completed no later than May 1, 2020.

**PAYMENT:**

All payments will be made in accordance with the Town of Derry ordinances and procedures.

**INSPECTION:**

The door access control system must be inspected and approved by the Public Works Department prior to acceptance and payment.

**GENERAL:**

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

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

Any and all building permit fees for this project will be waived.

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

The successful bidder must provide a certificate of insurance for Workers' Compensation as required by New Hampshire Revised Statutes Annotated (NHRSA) 281-A.

Hours of operation for completion of this project will be Monday through Friday, 7am – 5pm unless otherwise approved by the Town of Derry Dept. of Public Works and the Police Department.

## **Scope of Work:**

Supply and Install/Complete:

- (One) 135-202888-128 128 Door Software Upgrade to Millenium Ultra from Xtra (5 Concurrent Users)
- (One) 135-202887 Partitioning
- (One) 111-101949 Data Base Conversion from Millenium Xtra
- (One) 149-102002 Enhanced Door Control Device with Network
- (25) 149-101966 Enhanced Door Control Device
- (One) 149-101179 Elevator Control Device
- (One) EC2-101190 Elevator Control Unit
- (Five) PS1-100212-001 Power Supply Package
- (12) 062-510235 EDCCD/DCD Enclosure
- (One) Cable, Connectors, & Electrical

The current WaPac system provides building lockdown. This forces all programmed doors to a locked state and does not permit any prox cards entry.

This is accomplished by using specific prox cards, which when presented to a specific reader are read as an undeclared card and force all doors locked. Other specific cards are presented to specific readers to return the building to a "normal" state.

This functionality must be retained and programmed in the Millenium Ultra software.

**Financial Considerations:**

- All applicable taxes shall be indicated in the proposal.
- The cost for installation, initial set-up and programming shall be included in the proposal price.
- The cost for training shall be included in the proposal. This includes any travel, meals and accommodations.
- All communications, hook-ups, electrical wiring and testing to be done by the vendor.

**Proposal Acceptance:**

- The proposals shall be opened at the Derry Public Works Department on the date and time as indicated on the front page of the RFP.
- The lowest proposal may not necessarily be accepted and the Town of Derry reserves the right to cancel the RFP call. The Town of Derry shall not be held responsible or liable for the payment of any costs that are incurred by the bidder preparing a proposal in response to this RFP.
- The award of the bid will be based on the vendors ability to perform the work requested, experience in installing the proposed products, and price.

**Warranty:**

The vendor shall provide no less than a 3-year warranty on the system. The vendor agrees to provide free of charge all parts and labor necessary to repair the system during this time frame. Said warranty period will commence on the date of final payment by the Town of Derry to the contractor.