

Town of Wilton, NH
Invitation for Bids #03-22
Wilton Highway Radio Communications Project



Date Posted: 5/13/2022

Bid Deadline: June 15th, 2022 @ 2:00PM

Administrative Questions

Nick Germain, Town Administrator

Inquiry / Submissions Addresses:

Street Address

Administration Office
Wilton Town Hall
42 Main Street
Wilton, NH 03086

Mailing Address

Wilton Town Hall
Town Administrator's Office
P.O. Box 83
Wilton NH, 03086

It is the town's intent that this IFB shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator, Nick Germain (wiltonta@wiltonnh.gov) in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits awarding this project to one source

The Select Board of the Town of Wilton reserves the right to reject all or any part of any or all bids, to waive technical or legal deficiencies, and to accept any bid that it deems to be in the best interest of the Town of Wilton.

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1. General Information and Submission Process

1.1 Key Dates

Bid Deadline: June 15th, 2022 @ 2:00PM

Anticipated Public: Bid Opening: June 15th, 2022 @ 2:15PM

Anticipated Award Timeframe: Within 20 days of bid deadline

Anticipated Start Work Date: Summer 2022

Project Completion: By Early Fall 2022

1.2 Obtaining Bid Documents

The Town of Wilton's primary outlet for distributing documentation for this project is the Purchasing page on the town's main website: www.wiltonnh.gov. Essential documents can also be received in hardcopy from the Administration Department.

1.3 Inquiries

Technical or administrative questions should be directed to this IFB's main contact listed on the cover page. Highly specific e-mailed or typed questions are strongly preferred, and should reference the section the respondent wants clarified. Responses that are deemed reasonably able to affect competitiveness for this IFB will be released as addenda. The Wilton Highway Department may schedule site or vehicle inspections requested by potential respondents based upon personnel availability.

1.4 Submission Instructions

Sealed hardcopy bid packages, clearly marked "**IFB #03-22 Wilton Highway Communications Project**" must be received by Town personnel in person (42 Main Street, Wilton NH) **OR** by mail (PO Box 83, Wilton NH) before the bid deadline on June 15th, 2022 at 2:00PM. Each package **must include** four (4) copies of the following two (2) items:

- a. Non-pricing information about the products and services requested in line with subsequent sections of this IFB, including the mandatory bid components listed under **Section #5**.
- b. Completed bid sheets (**Attachment #1**). All entries and signatures on each pricing sheet must be typed or written in ink; pencil will disqualify a submission.

1.5 Review and Award Process

Bid packages received by the Town of Wilton after 2:00PM on June 15th, 2022 will be immediately disqualified. Barring emergency, a public opening will be held on June 15th, 2022 at 2:15PM in the Wilton Town Hall Court Room (42 Main Street), where appropriately received packages will be opened and have their bid values read aloud and recorded.

Thereafter, town personnel relevant to the project will review all bid components received, verify whether or not they meet the town's requested requirements and specifications, and prepare a recommendation for the Wilton Select Board. The Wilton Select Board, at their next feasible scheduled meeting, will consider the bids received: The Town of Wilton will award a contract to the lowest priced bid that meets necessary submission requirements and is able to demonstrate compliance with specifications and labor performance requests.

2. Background

Wilton's Emergency Service Departments – Fire, Police, EMS - have recently overseen the implementation of a major upgrade to existing radio and communications infrastructure for the town. This consisted of upgrading hardware at various locations, including key infrastructure at a new site: Dram Cup Hill. A remaining portion that has been envisioned by the town is providing compatible radio communications equipment in highway department vehicles; this will enable staff to more easily communicate town wide and coordinate with emergency service departments as necessary.

2.1 Process Description

The Town of Wilton is seeking sealed bids in compliance with the Town of Wilton's purchasing policy. An "Invitation for Bids" process was chosen specifically because equipment and labor needs are largely known and identifiable. Therefore, the town seeks bids for the goods and services it identifies in this IFB. Overall, the town seeks the lowest priced bid from a contractor that can demonstrate suitable completion of the project in a timely manner.

2.2 Desired Outcome

- The Town of Wilton's Highway vehicles have the desired radio communications system fully installed and usable
- The extra infrastructure work is completed in a professional manner without disrupting other town communications systems that have been recently procured and installed
- Disruption to existing town operations schedules is kept to a minimum

3. Scope of Work

3.1 Summary of requested labor

- Procure, deliver, and stage requested equipment
- All radios to be installed in each vehicle on location, 89 Whiting Hill Road, Wilton, NH per Town of Wilton schedule. Bid to include moving existing base radio from Wilton Fire Station and installing at Wilton Highway in Road Agent's office, with the necessary accessories to accomplish same.
- Move existing Kenwood TK-8360 radio with Astron power supply from Wilton Fire Station at 102 Main Street to Road Agent office at 89 Whiting Hill Road. Provide necessary antenna, external speaker, mounting, hardware and grounding as required.
- Provide necessary Dispatch console work at MACC Base at 1 Union Square, Milford and Pead Hill transmit site, Wilton to convert existing radio equipment currently utilized for Fire Communications to Highway and EMD Communications. Must coordinate work with Town of Wilton.

3.2 Mobile Radio Equipment / Installation Specifications

- Kenwood NX-3000 Series Analog/DMR Mobile radio units (x10)
 - External speaker units (x10)

- All wiring, mounting hardware, grounding, and required antenna work for each installation. Remove existing radio (if applicable by case), install new as required.

3.3 Vehicle List

Vehicle Year	Vehicle Make	Vehicle Model	Description
2011	Ford	F350	Mobile radio - Utility
2015	Ford	F550	Mobile radio- small dump
2014	Ford	F350	Mobile radio - Pickup
2015	Case	580	Mobile radio – Backhoe
2010	John Deere	672	Mobile radio – Road grader
2016	Hyundai	HL-940	Mobile radio - Loader
2009	Freightliner	M2-106V	Mobile radio – Dump truck
2019	International	HU513	Mobile radio – Dump truck
2014	International	7400SFA	Mobile radio – Dump truck
2020	International	HV507SF	Mobile radio – Dump truck

4. Contract Requirements

A typical Standard Contract is attached to this Invitation for Bids as **Attachment #2**. The contractor shall provide at the time of the contract signing a Certificate of Insurance with requirements as specified in the standard contract, naming the Town of Wilton as additional insured. Specific details for accepted pricing formats and details are listed below.

4.1 Pricing

Pricing must be inclusive, clear, and concise, including such other information as requested or required. The pricing to be listed on the bid sheet (**Attachment #1**) should represent the contractor's cost to furnish the labor, equipment, and materials identified in the town's Scope of Work (**Section #3**). Bids submitted must be guaranteed for a minimum of 100 days after contract award, and must be typed or legibly written in ink to be acceptable.

4.2 Change Order

Equipment, material, or labor charges not anticipated by the town may be covered by a written change order signed by the Town Administrator if sufficient evidence is presented. No unanticipated costs may be incurred before the signed change order is received by the contractor from the Town of Wilton. Change to bid prices may be disqualifying.

5. Mandatory Bid Components

Bid packages should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this invitation for bids. Outside of the requested bid documents, the town doesn't mandate precise form for most requested information, but at a minimum, the following items must be addressed in a bid package:

- 5.1** Name, address, telephone number, fax number and e-mail address of the main respondent
- 5.2** A brief introductory statement signed by an authoritative officer able to commit the firm to perform all requested services and submit requested products. If multiple distinct entities are involved in

the bid, the participants' involvement should be briefly described and be similarly signed by authorized officers. At minimum, this statement should include:

1. Succinct history of the firm that includes number of years in service.
2. Acknowledgement that the main respondent is willing and capable to provide all proposed services and equipment, as well as adhere to mandatory contract award requirements and addendum instructions that may be issued
3. Brief description of the contractor's technical capabilities relevant to completing the above described

5.3 List of at least 3 comparable projects completed by the proposing entity that includes contact information (e-mail and phone) for references

5.4 A statement of financial performance, including answering the following question: Has the company been in bankruptcy, reorganization, receivership, or were disqualified from a government bid in the last five years? If so, please explain under what circumstances this occurred.

5.5 A completed bid sheet (**Attachment #1**)

Attachment #1

Town of Wilton
Invitation for Bids #03-22
Highway Department Vehicle Communications Project – Bid Sheet

<u>Item Description</u>	<u>Type</u>	<u>Anticipated Quantities</u>	<u>Per Unit Price</u>	<u>Total Item Bid Price</u>
Kenwood NX-3000 Series Analog/DMR Mobile radio w/ External Speaker	Equipment	10		
Mounting hardware and installation materials - 2015 Ford 550	Equipment	1		
Mounting hardware and installation materials - 2014 Ford 350	Equipment	1		
Mounting hardware and installation materials - 2011 Ford 350	Equipment	1		
Mounting hardware and installation materials - 2014 International 74000SFA Dump Truck	Equipment	1		
Mounting hardware and installation materials- 2019 International HU513 Dump truck	Equipment	1		
Mounting hardware and installation materials - 2020 International HV507SF Dump Truck	Equipment	1		
Mounting hardware and installation materials - 2009 Freightliner M2-106V Dump Truck	Equipment	1		
Mounting hardware and installation materials -2009 Hyundai HL-940 Loader	Equipment	1		
Mounting hardware and installation materials - 2010 John Deere 672 Road Grader	Equipment	1		
Mounting hardware and installation materials - 2015 Case 580 Backhoe	Equipment	1		
Equipment Bid Subtotal:				
		Continued next page		

Installation and setup of radios in highway vehicles	Labor	1		
Move Kenwood TK-360 w/ Astron Power Supply from Fire Station to Highway Garage and install	Labor	1		
Dispatch console work at MACC Base	Labor	1		
Labor Bid Subtotal:				
Total Proposed Bid				

Submitted by (Signed): _____ **Date:** _____

Printed name / Job title: _____

Company: _____

E-mail / Phone Number: _____

Attachment #2

Town of Wilton and CONTRACTOR Standard AGREEMENT

Project: IFB #03-22 - Wilton Highway Radio Replacement

THIS CONTRACT AGREEMENT is made and entered into at **the Town of Wilton** on this ____ the day of _____ by and between the Town of Wilton, NH hereinafter designated TOWN, and _____ herein after designated CONTRACTOR, as follows:

1. SCOPE OF WORK. CONTRACTOR agrees to furnish all labor, materials, equipment and services necessary for performance of the following portion of the work described in the Project Bid titled “**Wilton _____ Project**” between the TOWN and the CONTRACTOR:

- Procure the following equipment/materials:

<u>Item Description</u>	<u>Type</u>	<u>Anticipated Quantities</u>
Kenwood NX-3000 Series Analog/DMR Mobile radio w/ External Speaker	Equipment	10
Mounting hardware and installation materials - 2015 Ford 550	Equipment	1
Mounting hardware and installation materials - 2014 Ford 350	Equipment	1
Mounting hardware and installation materials - 2011 Ford 350	Equipment	1
Mounting hardware and installation materials - 2014 International 74000SFA Dump Truck	Equipment	1
Mounting hardware and installation materials- 2019 International HU513 Dump truck	Equipment	1
Mounting hardware and installation materials - 2020 International HV507SF Dump Truck	Equipment	1
Mounting hardware and installation materials - 2009 Freightliner M2-106V Dump Truck	Equipment	1
Mounting hardware and installation materials -2009 Hyundai HL-940 Loader	Equipment	1
Mounting hardware and installation materials - 2010 John Deere 672 Road Grader	Equipment	1
Mounting hardware and installation materials - 2015 Case 580 Backhoe	Equipment	1

Perform or ensure the following services:

- Install radio in each vehicle on location, at 89 Whiting Hill Road, Wilton, NH per Town of Wilton schedule.

- Move existing base radio from Wilton Fire Station and installing at Wilton Highway in Road Agent's office, with the necessary accessories to accomplish same.
- Move existing Kenwood TK-8360 radio with Astron power supply from Wilton Fire Station at 102 Main Street to Road Agent office at 89 Whiting Hill Road. Provide necessary antenna, external speaker, mounting, hardware and grounding as required.
- Provide necessary Dispatch console work at MACC Base at 1 Union Square, Milford and Pead Hill transmit site; coordinate with Wilton personnel to convert existing radio equipment currently utilized for Fire Communications to Highway and EMD Communications.

2. **SPECIAL CONDITIONS:** The Town of Wilton names as its Project Administrator for this project the Public Works Director.

3. **DEBRIS AND CLEAN UP.** CONTRACTOR agrees to keep any and all debris resulting from its work cleaned up at all times, or to accept charges for clean-up by the TOWN and to place all garbage and debris in contractor provided refuse bin or designated area.

4. **SCHEDULING.** Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the TOWN's Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract.

5. **TAXES, INSURANCE, PERMITS AND LICENSES.** CONTRACTOR shall take out and pay for Workers' Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

6. **PRICE AND PAYMENT.** TOWN shall pay the CONTRACTOR for its performance of this Contract the sum of _____ in accordance with the "**Wilton_____ Project**" Progress payments on this Contract will be made as follows:

"**COMPLETION**" shall be defined as fully procuring and furnishing the following described "**Wilton_____ Project**" components and labor services to the satisfaction of the TOWN's representative, the Wilton Public Works Director, before November 31st, 2022:

7. **EXTRA WORK.** No claims for extra work, equipment, or material, beyond the scope of this Contract, will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.

8. **GUARANTY.** The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR's work under this Contract after the date of final acceptance by the TOWN

9. **DEFAULTS AND TERMINATION.** In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to furnish labor and materials at and when required under the terms of this Contract, the TOWN may at its election takeover said Contract, complete the same or cause the same to be completed and charge all sums of money so

expended for the completion of this Contract against the CONTRACTOR, and CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

10. INDEMNITY. To the fullest extent of the law, CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their consultants, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR's employees, CONTRACTOR's Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

11. ASSIGNMENT. CONTRACTOR may not assign this Contract.

12. SAFETY: CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTORs to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsible for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker's compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury or illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

13. INSURANCE AND LICENSE INFO: Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see below). This Certificate of Insurance will confirm that the TOWN is named as an Additional Insured on the CONTRACTOR's Comprehensive General Liability Insurance policy. The CONTRACTOR's policies must contain standard contractual liability insurance coverage as respects to contract agreements. The policy shall include "Continued Products and Completed Coverage" to remain in force for 2 years following completion of the construction.

The CONTRACTOR shall sign the Contract Insurance Requirements from with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

Umbrella Insurance Coverage

Per Occurrence

\$1,000,000

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Limit	\$1,000,000

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos:

Bodily Injury and Property Damage Liability	
Combined Single Limit (Per Occurrence)	\$ 1,000,000

Professional Liability:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Workers Compensation/Employers Liability Insurance

Bodily Injury by Accident Each Accident	
(Coverage B – Employer’s Liability)	\$500,000
Bodily Injury by Disease Aggregate Limit	\$500,000
Bodily Injury by Disease- Each Employee	
(Coverage A – Statutory)	\$500,000

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE Contractor’s License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

14. WORK TIME FRAMES: Work to be started as soon as possible and completed within a schedule agreed upon between the Contractor and the Town.

15. ATTORNEY FEES: In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney’s fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

This Contract is accepted:

CONTRACTOR: _____

By: _____

Title: _____ **Date**_____

Address: _____

Telephone: _____ **Mobil#:** _____

Email:_____

Town of Wilton, NH, 42 Main Street P.O Box 83, Wilton, NH 03086

By: _____ **as approved on** _____ **by the Wilton Select board.**

Nick Germain, Town Administrator

42 Main Street

Wilton, NH 03086

PO BOX 83, 03086

E-mail: wiltonta@wiltonnh.gov Office: 603-654-3299