

**City of Portsmouth, Portsmouth, NH
School Department**

**Invitation to Bid
Bid #57-23 Land Mobile Radio Communication System**

Sealed bid proposals, plainly marked, Bid Proposal # **57-23 Land Mobile Radio Communication System”** **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department 3rd floor, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **2:00 p.m. on Wednesday July 26, 2023** at which time all bids will be publicly opened and read aloud.

This bid seeks proposals from qualified contractor suppliers to supply and install a UHF land mobile radio system. The selected firm shall engineer, furnish, configure, install, and commission the UHF land mobile radio system at 7 different sites including two-way radio equipment, installation, and all related materials for the school district. This system needs to allow district personnel with a radio to communicate across to all other radios regardless of their location in district.. When complete, a district employee with a radio would be able to communicate across an emergency channel to all other radios located in other buildings within the district. This system will also have capabilities of supporting multiple channels where all equipment utilizing this system can communicate.

Specifications may be obtained from the City’s website:

www.cityofportsmouth.com/finance/purchasing. Questions may be emailed to the Procurement Coordinator at purchasing@cityofportsmouth.com.

Any addenda to this bid, including written answers to questions, will be posted on the City of Portsmouth website at www.cityofportsmouth.com/finance/purchasing under the appropriate project heading. Addenda and updates will **NOT** be sent directly to contractors. Check the web site daily for addenda and updates after the release date. Contractors should print out, sign and return addenda with their proposal; failure to do so may result in disqualification.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

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SECTION I – GENERAL INFORMATION

- A. The City is requesting proposals from qualified firms to supply and install a UHF land two way mobile radio communication system throughout Portsmouth schools.

- B. Proposals should include any hardware needed to establish secure and reliable communication, including but not limited to: radios, routers, repeaters, amplifiers, antennas, anchors, triangular towers, bases, padding, cabling and related cable management and tagging, and network cabling if required. If any of these hardware or services cannot be provided by the Contractor, written documentation stating in detail the specific hardware or service not provided must be submitted along with the Proposal. District will supply the needed power outlets and network configuration.

- C. Contractor will use weather-rated cables and fasteners for any exterior mounting or cable runs. Cable will be plenum cable to meet or exceed NFPA and NEC code requirements. Contractor will be required to, and responsible for, properly sealing any access ports or holes made in facilities including cleaning up debris. Contractor will also provide and use proper cable routing and fastening, including but not limited to cable trays, cable ties, cable hangers, cable raceway, boxes and faceplates.

- D. All wages paid on the project are subject to Davis-Bacon and related Acts (DBRA), 40 USC § 3141 et seq., wage rates,.
 - a. To the extent reasonably possible, contract shall sub-contract with minority business, women’s business enterprises, and labor surplus area firms per 2 CFR 200.321.
 - b. Contract is subject to Anti-Lobbying requirements of 2 CRF 200, Appendix II (J). Contract shall submit an Anti-Lobbying Certification for contracts exceeding \$100,000.
 - c. Contract may be suspended per 2 CRF 200, Appendix II (1).
 - d. Contractor may be terminated for cause and for convenience, based on then prevailing industry standards and all applicable laws and regulations in New Hampshire.
 - e. Contractor shall comply with the Clean Air Act and the Federal Water Pollution Control Act, pursuant to 2 CFR 200, Appendix II(G).
 - f. Contractor shall comply with Equal Opportunity Employment in accordance with 41 CFR Part 60- 1.3.
 - g. If applicable, Contractor shall comply with the Contract Work Hours and Safety Standards act (40 USC 3701- 3708).

SECTION I – GENERAL INFORMATION CONTINUED

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- h. Each Party to this Contract shall maintain all appropriate oversight, standards of conduct, price and costs analyses, and records sufficient to demonstrate compliance respect to federal procurement, and with respect to prohibition on conflicts of interest, as stated throughout this Contract. To the extent any further requirements are needed, those provisions of 2 CFR part 200, including 2 CFR 200.318 and 2 CFR 200.323, are incorporated herein by reference.

- E. Contractor will be responsible for all programming and testing of equipment. Contractor will also provide any training on how to use the solution, and will provide documentation outlining the configuration of all equipment.

- F. Questions regarding this bid should be addressed to the Procurement Coordinator at purchasing@cityofportsmouth.com.

- G. Reservation of Rights: The City reserves the right to reject any or all proposals, to waive any technical or legal deficiencies, to accept any proposal and to negotiate the terms of any final contract that may be in the best interest of the City. The City further reserves the right to make inquiries regarding the qualifications and reputation of the proposer. By submitting a proposal, contractor agrees to hold harmless and defend the City and its employees and agents from any and all claims, actions, and damages arising from such investigation. Proposer may be requested to execute releases.

- H. Withdrawal: A proposer is permitted to withdraw an unopened proposal after it has been deposited if such request is received by the City prior to the specified deadline for submitting proposals.

SECTION II – PROJECT WORK SCOPE AND REQUIREMENTS

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Vendors are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated. Detailed specifications, circulars, manufacturers or other warranties and all necessary data on services or items proposed to be furnished must be included in the proposal. This information must clearly show that the item offered meets all detailed specifications herein.

- Complete installation of a land mobile radio communication system to 7 school facilities.
- Flexibility in terms of scheduling work to meet the needs of the school schedule.
- All equipment proposed must meet or exceed all applicable FCC requirements and the system requirements set forth herein.
- The Vendor shall locate and install all equipment at mutually agreed to locations within the communications building locations. These locations will be determined and documented prior to installation.
- Contractor will be responsible for the sealing and weatherization proofing for any roof or siding penetration.
- The Vendor shall conduct system testing for the complete System Acceptance and Coverage Test. The testing shall verify that all components of the system operate as described in the specification. The Vendor shall provide all test equipment and all such test equipment must be in current calibration with appropriate calibration records. The goal of these areas of testing is to ensure the system is working as defined by this specification. In cases in which definition is not provided, the system is expected to operate in a manner that meets or exceeds industry standards for traditional public-safety operation.
- Coverage testing of Portsmouth High School as been conducted and is attached at the end of this RFP.
- Contractor must comply with all local and state laws, and rules.

Contractor shall defend, indemnify and hold harmless Portsmouth, and its agents, officials and employees from and against any and all claims, actions, damages and losses incurred by the City arising out of or relating to Contractor's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such claims, actions, damages or losses are caused by the negligent acts or omissions of Portsmouth.

Failure to meet these specifications and contract terms may result in termination of the award to the Contractor, at the City's discretion.

STATEMENT OF QUALIFICATIONS

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All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. **This statement shall be submitted with Proposal.**

1. Name of Contractor
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the elevator repair business under your present name; also state names and dates of previous firm names, if any.
7. In the last five years, has Contractor ever been terminated from a contract or project?
___ (no) ___ (yes). If so, where and why?
8. In the last five years, has Contractor ever been a party to litigation related to the quality or timeliness of Contractor's work?
___ (no) ___ (yes). If so, where and why?
9. List the most important contracts entered into by Contractor in the last year (Identify contracting party and term of contract).
10. List your key personnel available for this contract.

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Bids must be submitted in a **sealed** envelope and shall be addressed to the City at the address and to the attention of the official outlined in the invitation. All bids must be submitted prior to the specified date and time. Any bids received after the specified date and time will not be considered and shall not be opened. Bids delivered via facsimile, e-mail, or any format other than within a sealed envelope shall not be considered.

Proposals shall include:

- 1) Cover letter introducing the firm and providing a summary of company resources, experience and expertise;
- 2) Completed Price Proposal Form (Exhibit A);
- 3) Confirmation that Contractor can meet the insurance requirements described in the draft contract attached;
- 4) At least three (3) references where the Contractor has provided similar services to the services described herein, including contact name, address, phone and email for each reference.

SECTION IV – REQUIREMENTS AND CONDITIONS

1. Special Notice to Contractors

Following these instructions is a complete set of proposal forms. These forms may be detached and executed for the submittal of a proposal. The specifications, and other provisions will be considered as part of the contract, whether attached or not to the submitted proposal.

The contractors must submit a statement of qualifications, if requested, subsequent to opening but prior to award.

Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website at www.cityofportsmouth.com/finance/purchasing under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a proposal should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

2. Familiarity with Laws

The contractor is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the contractor, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the contractor shall discover any

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provision in the specifications which is in conflict with any such law, by-law, ordinance or regulation the contractor shall forthwith report it to the City.

3. Preparation of Bid

The contractor shall submit its price proposal upon the form furnished by the City. The contractor's proposal must be signed with ink by an individual authorized to bind the firm to contractual obligations.

4. Nonconforming Bids

Proposals will be considered nonconforming and may be rejected in the City's sole discretion for any of the following reasons:

- a. If the proposal is on a form other than that furnished by the City, or if the form is altered or any portion thereof is detached;
- b. If there are unauthorized additions, conditional or altered proposals, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- c. If the contractor adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- d. If the proposal does not contain a unit price for each item listed.

5. Delivery of Bids

When sent by mail, the sealed proposal shall be addressed to the City at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for proposals. Proposals received after the time for opening of the proposals will be returned to the contractor, unopened.

6. Withdrawal of Bids

A contractor will be permitted to withdraw his or her proposal unopened after it has been submitted if the City receives a request for withdrawal in writing prior to the time specified for opening the proposals.

7. Disqualification of Bids

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Any or all of the following reasons may be deemed by City in its sole discretion as being sufficient for the disqualification of a contractor and the rejection of the proposal:

- e. More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- f. Evidence of collusion among contractors;
- g. Failure to submit all required information requested in the proposal specifications;
- h. Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of contractor qualification or otherwise;
- i. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded;
- j. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- k. Default or unsatisfactory performance on previous contracts;
- l. Contractor lacks any special qualification set forth below;
- m. Such disqualification would be in the best interests of the city.

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REFERENCES

The Contractor must supply three references, with this completed price proposal form.

By signing below I agree that:

- I have reviewed the Specifications and Contract Terms and understand that these form the agreement between the City and the firm.
- I represent that I am an authorized representative of the firm and have the authority to enter into agreements.

Date: _____

Submitted By: _____

Print Name & Title

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail: _____

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SPECIFICATIONS AND CONTRACT TERMS
Land Mobile Radio Communication System

THIS AGREEMENT is made as of the ____ day of ____ in the year 2023 by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor). Owner and Contractor agree as follows:

ARTICLE I - Work - The Contractor shall provide at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of those services described in the Work Scope.

ARTICLE II – COORDINATION – Facilities Director for the School Department, or his/her authorized representative, will act as contact in connection with the scheduling and authorization of services in accordance with the contract documents. Scheduling of project work may be confirmed or memorialized by e-mail.

ARTICLE III - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Price Proposal.

ARTICLE IV - PAYMENT – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly.

ARTICLE V- TERMINATION FOR DEFAULT - The City of Portsmouth may terminate this Contract with seven (7) days' notice should the Contractor fail to perform work in accord with the Scope of Work and Project Requirements. Failure to maintain any and all licenses necessary to perform the work and/or to maintain insurance coverage is grounds for immediate termination of the Contract.

ARTICLE VI - INDEMNIFICATION OF CITY - Contractor will indemnify City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligence or breach of its obligations or warranties under this Contract. Contractor will defend all such actions with counsel satisfactory to City at its own expense, including attorney's fees, and will satisfy any judgment rendered against City in such action.

ARTICLE VII - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE VIII - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those described in the attached Schedule 3, Insurance Requirements.

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ARTICLE IX – NONDISCRIMINATION

Any entity that enters into a contact for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall:

Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

ARTICLE X - MISCELLANEOUS -

- 10.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- 10.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.3 This Contract shall be governed by and construed in accordance with New Hampshire law.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

CITY OF PORTSMOUTH, NH
By: _____
Printed Name: _____
Title: _____

NAME OF BUSINESS
By: _____
Printed Name: _____
Title: _____

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INSURANCE REQUIREMENTS

GENERAL

The Contractor shall purchase and maintain, until acceptance of the work, insurance of the limits and types specified below from an insurance company approved by the City, in addition to the following:

INSURANCE COVERAGE REQUIREMENTS

AMOUNT OF INSURANCE

1. Comprehensive General Liability:
Bodily Injury or Property Damage - \$1,000,000/2,000,000
Single Limit/Aggregate

2. Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000
Combined Single Limit, per occurrence

The City of Portsmouth shall be named as an additional insured.

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the City may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the City at the time of execution of the Service Contract. Written notice shall be given to the City of Portsmouth, NH at least ten (10) days prior to cancellation or non-renewal of such insurance coverage.

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Notice of intent to Award

To: _____

Provide within ten (10) days of this Notice of Award the following:

- Proof of insurance satisfactory to the Legal Department.

Dated: _____

Facilities Director

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**Bid #57-23 Land Mobile Radio Communication System
Exhibit A – Price Proposal Form
Contractor must complete the following pricing information.**

**MotoTRBO System Concept
Rough Order of Magnitude (ROM)**

Small Format Schools

Quantity	Part Number	Description	Price	Total
5	AAR11SDGANQ1AN	SLR 1000 400-512M 10W	\$ _____	\$ _____
5	GA01590AA	UHF DUPLEXER (ROHS) 430-480MHZ (5MHz separation RX or TX)	\$ _____	\$ _____
5	GA01594AA	EXTERNAL MOUNTED ANTENNA (440-495MHZ)	\$ _____	\$ _____
5	GA01596AA	AC POWER ADAPTOR KIT FOR INDOOR USE (INCLUDES BRACKET)	\$ _____	\$ _____
5	HKVN4099	Linked Capacity Plus New System Deployment	\$ _____	\$ _____
5	AAR11SDGANQ1AN	SLR 1000 400-512M 10W	\$ _____	\$ _____
5	AAR11SDGANQ1AN	SLR 1000 400-512M 10W	\$ _____	\$ _____
5	AAR11SDGANQ1AN	SLR 1000 400-512M 10W	\$ _____	\$ _____
5	AAR11SDGANQ1AN	SLR 1000 400-512M 10W	\$ _____	\$ _____
5	AAR11SDGANQ1AN	SLR 1000 400-512M 10W	\$ _____	\$ _____

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Exhibit A – Price Proposal Form Continued

Large Format Schools

Quantity	Part Number	Description	Price	Total
2	AAR11SDGANQ1AN	SLR 1000 400-512M 10W	\$ _____	\$ _____
2	GA01590AA	UHF DUPLEXER (ROHS) 430-480MHZ (5MHz separation RX or TX)	\$ _____	\$ _____
2	ANTENNA	Outdoor antenna system	\$ _____	\$ _____
2	GA01596AA	AC POWER ADAPTOR KIT FOR INDOOR USE (INCLUDES BRACKET)	\$ _____	\$ _____
2	HKVN4099	Linked Capacity Plus New System Deployment	\$ _____	\$ _____
2	HKVN4177	Restricted Access to System Security	\$ _____	\$ _____
2	DSJG411	HP MSR2003 AC ROUTER	\$ _____	\$ _____
2	DSHPJ9782A	HP Procurve 2530-24 Ethernet Switch	\$ _____	\$ _____
2	S&D Team	Lab setup, assembly, tuning	\$ _____	\$ _____
2	FI Team	Professional integration, materials	\$ _____	\$ _____

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Exhibit A – Price Proposal Form Continued

Public Safety Interop

Quantity	Part Number	Description	Price	Total
1	ITA2000A	Tone Remote Adapter	\$ _____	\$ _____
1	SEC-R2	Samlex Rack Plate Mount	\$ _____	\$ _____
1	SEC1212-SEC-R1	Switching Power Supply, 10A and Rack Mount	\$ _____	\$ _____
1	ANTENNA I	Indoor antenna system	\$ _____	\$ _____
1	S&D Team	Lab setup, assembly, tuning	\$ _____	\$ _____
1	FI Team	Professional integration, materials	\$ _____	\$ _____
1	ST Team	Motorola CORE programming and config Dispatch update	\$ _____	\$ _____

Project Wide

Quantity	Part Number	Description	Price	Total
1	ENG & SUPPORT	Project Manager	\$ _____	\$ _____
1	ENG & SUPPORT	Inventory activities	\$ _____	\$ _____
1	ENG & SUPPORT	FCC Licensing	\$ _____	\$ _____
6	ENG & SUPPORT	Site visits, mobilization, team readiness/prep	\$ _____	\$ _____
1	ENG & SUPPORT	System design, Documentation & CapPlus system map and IP scheme	\$ _____	\$ _____

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Exhibit A – Price Proposal Form Continued

Subscribers

Quantity	Part Number	Description	Price	Total
75		R7 UHF Portable	\$ _____	\$ _____
75		LCP Entitlement	\$ _____	\$ _____
		Total Project Cost:	\$ _____	\$ _____

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**Portsmouth High School RF Testing Plan
Attached**