



TOWN OF RIVERHEAD
TIMOTHY HUBBARD, SUPERVISOR
4 WEST SECOND STREET
RIVERHEAD, NY 11901
(631) 727-3200

BID FOR: TWO WAY RADIO SERVICE FOR HIGHWAY DEPARTMENT
BID #2025-02

BIDDERS NAME _____

BIDDERS ADDRESS _____

CITY, STATE, ZIP _____

(_____) _____
PHONE NUMBER _____

EMAIL ADDRESS _____

In compliance with your advertisement for bids to be opened at **11:00 am February 13, 2025** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

(SIGNATURE/ DATE)

(PRINT NAME / TITLE)

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID
VENDOR NAME MUST BE PRINTED ON EVERY PAGE OF BID SUBMISSION

Vendor Name _____

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for **TWO WAY RADIO SERVICE FOR HIGHWAY DEPARTMENT** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 4 W Second Street, Riverhead, New York, 11901, until **11:00 a.m. on February 13, 2025** at which time all bids received shall be opened and read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at www.townofriverheadny.gov on or after January 30, 2025. Click on "Purchasing Department", then "Current Bids and RFPs" and follow the instructions to register.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

JAMES M. WOOTEN, TOWN CLERK

I. GENERAL BID SPECIFICATIONS

1. General Instructions

Bidders shall be responsible to carefully examine the bid specifications. These specifications require the doing of all things necessary or proper for, or incidental to the furnishing, delivery, operation and support of said parts/equipment and associated components. All things not expressly mentioned in these specifications but involved in carrying out their intent are required by these bid specifications, and the vendor shall perform the same as though they were specifically mentioned, described and delineated. Read all documents contained in the bid specifications.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** Delay in mail delivery is not an exception to the receipt of a bid.

A copy of the official bid documents may be obtained at the Town's website: www.townofriverheadny.gov. In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the Town website referenced above-log and scroll to bid for **TWO WAY RADIO SERVICE FOR HIGHWAY DEPARTMENT**. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date.

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Purchasing Agent at 4 West Second Street, Riverhead, NY 11901 or by email to: baldinucci@townofriverheadny.gov prior to the bid opening. Such questions must be in the possession of the Purchasing Agent at least 72 hours prior to the bid opening. **Verbal questions will not be entertained.**

Bidders must submit one original copy of their bids. The original must be sealed and clearly marked "**TWO WAY RADIO SERVICE FOR HIGHWAY DEPARTMENT**". All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

Samples may be requested by the Town for the purpose of product evaluation. It is understood that any samples will be provided at **no** charge to the Town and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.

The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website:

Vendor Name _____

www.townofriverheadny.gov. The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of the Town. The contract will be awarded to the RESPONSIBLE BIDDER offering the best price, availability to supply good/parts within the requested time frames, and location/proximity to the Town's Municipal Garage. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening. Any bidder who does not honor their bid within the forty-five (45) days may be barred from bidding in any jurisdiction in New York State.

Any bidder, contractor, or manufacturer who, in the course of his work, uses or supplies products which may be toxic or harmful, shall provide an MSDS to the Town of Riverhead Purchasing Department prior to the use of those products by the Town or the contractor.

Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The Town may audit adherence to this schedule at any time during or after the contract period.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

2. Bid Costs and Expenses

The Town of Riverhead will not pay any costs incurred by any CONTRACTOR associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

3. Bid Expiration Date

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least five (5) years from the date of the signed contract. The term will be five (5) years with the right to extend for an additional one (1) year period or any such lesser amount as mutually agreed upon by and between the Town and vendor subject to identical terms and conditions.

4. Non-Conforming Bids

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

Vendor Name _____

5. Sub-Contracting

No sub-contracting will be permitted under this contract. The CONTRACTOR selected shall be solely responsible for contractual performance and CONTRACTOR assumes all responsibility for the quality of work performed under this contract.

6. Discrepancies and Omissions

CONTRACTOR is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of CONTRACTOR. Should CONTRACTOR find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, CONTRACTOR shall notify the PURCHASING AGENT, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of CONTRACTOR'S bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

7. Town's Right to Reject Bids

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or CONTRACTOR'S response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town.

8. Town's Right to Cancel Solicitation

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any CONTRACTOR.

9. Notification of Withdrawal of Bid

CONTRACTOR may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

10. Exceptions to the Bid Specifications

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

Vendor Name _____

11. Award of Contract

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful CONTRACTOR(S) for award, to reject any bid as unsatisfactory or non- responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a CONTRACTOR of the acceptance of its bid by the Town will constitute a contract, and no CONTRACTOR will acquire any legal or equitable rights or privileges until the occurrence of such event.

12. Contract Terms and Conditions

The term of the contract between the successful bidder and the Town shall be five (5) years with the right to extend for an additional one (1) year period or any such lesser amount as mutually agreed upon by and between the Town and vendor subject to identical terms and conditions. At the end of the contract period, the contract may be extended (not to exceed one (1) one-year extension) upon the same terms and conditions at the sole discretion of the Town of Riverhead and with the consent of the vendor. The Town also reserves the right to cancel this contract at any time without notice.

13. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

14. Licenses and Permits

In performance of the contract, the CONTRACTOR will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful CONTRACTOR. The CONTRACTOR shall be properly licensed and authorized to transact business in the State of New York.

15. Notice

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Teresa Baldinucci, Senior Purchasing Agent
Town of Riverhead
4 W 2nd Street
Riverhead, NY 11901**

Vendor Name _____

16. Indemnification

a. General Indemnification:

By submitting a bid, the proposing CONTRACTOR agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the CONTRACTOR'S its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the Town, its employees or agents.

b. Insurance

i. CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

The CONTRACTOR shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONTRACTOR is an independent contractor and is not an employee of the Town of Riverhead.

Insurance Requirements:

1. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and
2. Proof of professional liability insurance in the amount of (\$1,000,000.00.); and
3. Proof of Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total).

Town of Riverhead must be listed as additional insured. Include proof of insurance with bid.

- ii. During the term of this contract, the CONTRACTOR shall, at its own expense, carry insurance minimum limits as set forth above.

17. Piggybacking Clause Method of Award

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The TOWN guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Riverhead reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any

Vendor Name _____

goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Riverhead and the vendor. Additionally, the TOWN reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it.

Vendor Name _____

II. BID SPECIFICATIONS

Systems:

- Vendor will provide a primary radio system using a UHF analog repeater located at a tower site in Manorville, NY. The primary system will provide adequate coverage for the Town of Riverhead, as well as reliable coverage in the Town of Brookhaven, Town of Southampton, Town of Southold and the areas where the Highway Department has need for two-way radio communications.
- Vendor will provide a repeater system to be used exclusively for the Highway Department; no other agencies and/or customers will have use of the system.
- Vendor will have an on-site spare repeater system and necessary equipment to maintain full service with minimal downtime in the event of a system failure. Equipment is to be located at the tower site.
- Vendor will operate the repeater system utilizing an Uninterruptable Power Supply system and an automatic generator backup system.
- Vendor will have an onsite backup repeater system located at the Highway Department that is ready to be activated in an emergency. The backup repeater will be programmed the same as the primary system.
- Vendor will provide a crossband repeater system to allow the UHF repeater system to rebroadcast on the highway departments low band channel.

Base Stations:

Vendor will provide five (5) independent base station radio setups for use within the Highway Department building.

Mobile Radios:

Vendor will provide radio communications for unlimited radios assigned to the Highway Department.

Vendor will provide all two-way mobile radios with complete setup and installations. The vendor will provide 83 mobile radios. All radios will be complete with digital display for the radio ID information. Vendor will have a minimum of two spare radios available at all times in the event of a radio failure. Any radio failure must be replaced with a spare the same business day of the request.

Vendor will provide 4 portable radios with digital display and with chargers programmed the same as the mobile radios.

Vendor Name _____

All mobile radios and base stations will use Motorola "MDC1200" protocol to identify the radio to the vehicle number. The radio ID will transmit in a preamble mode and not post amble. The radio ID's will be four digits.

FCC License:

Vendor will provide the use of the FCC licensed frequencies for the operating channel. Vendor will handle any and all FCC issues, licensing, interference and anything needed to provide good clear and reliable communications for the Highway Department.

Radio Channels:

Vendor will provide the repeater radio channel, a direct radio-to-radio channel as well as a portable-to-portable direct radio channel (Three Channels).

Maintenance:

Vendor will provide routine maintenance to the equipment as issued at no additional cost to the Highway Department during the hours of 9AM - 3PM, Mon - Fri.

Vendor will replace any radio, base station and or portable radio that fails at no cost to the Town unless the damage is due to power damage, water damage, or theft. In the case of power damage, water damage, or theft, the vendor will bill the Town of Riverhead Highway Department for the replacement cost of the radio, base station and or portable radio.

Initial Cost:

There will be no charge to the Town for purchases, programming, installation charges, nor any other upfront charges. All equipment will remain the property of the vendor.

Additional Parts and Equipment:

The vendor will include in their bid an amount per budget year for any additional costs involved with supplying services to the Highway Department. This money will be used for parts, programming, and repairs not covered under the maintenance program.

Delivery and Installation of Materials:

Vendor must have the complete systems setup and installed no later than ten business days from award of bid. This is for the repeater system, the backup system, the cross-band repeater system, and all mobile, portable and base station radios as needed and required.

Vendor Name _____

Billing:

Billing for complete services will be on a quarterly basis, in advance. If it is mutually agreeable by the Town of Riverhead and the winning bidder, the billing cycle may change from quarterly to semi-annual or annual, billing in advance.

Price Guarantee:

The bid price will be locked in for a term of five (5) years without a price increase unless the Town of Riverhead Highway Department requirements change and equipment is added to program.

Emergency Contact:

Vendor will provide a single telephone number to contact in the event of a system failure and for an emergency contact.

Vendor Name _____

BID SHEET

A) Provide complete two-way radio service for the Riverhead Highway Department for a period of 5 years per bid specification.

\$ _____ per year

Total amount for 5 years \$ _____

B) Additional Parts and Equipment - amount per budget year for any parts, programming, and repairs not covered under the maintenance program.

\$ _____ per year

Total amount for 5 years \$ _____

Please provide location of business entity:

(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)

(PRINTED NAME/TITLE)

Vendor Name _____

NON-COLLUSIVE CERTIFICATE

(MUST BE COMPLETED. SIGNED. NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

_____, (bidder), being duly sworn, deposes and says:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: _____
(PRINT CORPORATION NAME)

By: _____
(SIGNATURE) (TITLE)

Address: _____

Sworn to before me this

_____ day of _____, 20 _____

Notary Public

Vendor Name _____

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Vendor Name _____

SEXUAL HARASSMENT PREVENTION STATEMENT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-G of the Labor Law.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Vendor Name _____

Please complete and affix to your sealed bid envelope.



BIDS MUST BE DELIVERED TO THE TOWN CLERK

BIDDER: _____

ADDRESS: _____

**BID NAME: TWO-WAY RADIO SERVICE FOR
THE RIVERHEAD HIGHWAY DEPT**

**BID OPENING DATE: FEBRUARY 13, 2025
TIME: 11:00AM**

BIDS MUST BE DELIVERED TO:

**TOWN OF RIVERHEAD
TOWN CLERKS OFFICE
4 WEST 2ND STREET
RIVERHEAD, NY 11901**

PRIOR TO 11AM ON FEBRUARY 13, 2025

LATE BIDS WILL NOT BE ACCEPTED FOR ANY REASON

**NOTE: IT IS THE RESPONSIBILITY OF THE VENDOR TO MAKE
CERTAIN THIS BID DOCUMENT IS DELIVERED TO THE TOWN
CLERKS OFFICE AND CLEARLY INDICATED ON THE OUTSIDE
OF THE ENVELOPE – DISQUALIFICATION OF BID COULD
RESULT IF THESE INSTRUCTIONS ARE NOT FOLLOWED.**