

**INVITATION FOR BIDS
TOWN OF JAFFREY, NEW HAMPSHIRE**

Sealed bids are hereby invited for the following goods and services for the Department of Public Works:

- Furnish and Install Narrow Banded Radio Modems for the Water Department SCADA (various locations) including appurtenances

SEALED BID PROPOSALS will be accepted at the office of the Department of Public Works, 23 Knight Street, Jaffrey, NH 03452, until 2:00 PM, local time, on Tuesday, December 20, 2016 at which time the bids received will be opened and read aloud.

Contract Documents may be examined at the following location:

Town of Jaffrey
Public Works Department
23 Knight Street
Jaffrey, NH 03452
Hours: M-F (8am-4:30pm)
603-532-6521

Contract documents may also be obtained at the above address. There is no fee for the package. Contract documents may be emailed. Requests to email packages may be sent to publicworks@townofjaffrey.com Packages will be mailed to interested parties, upon receipt of a non-refundable mailing/processing fee of \$10.00. The contract documents (unofficial) may also be viewed on the town of Jaffrey website – www.townofjaffrey.com under “Public Works”.

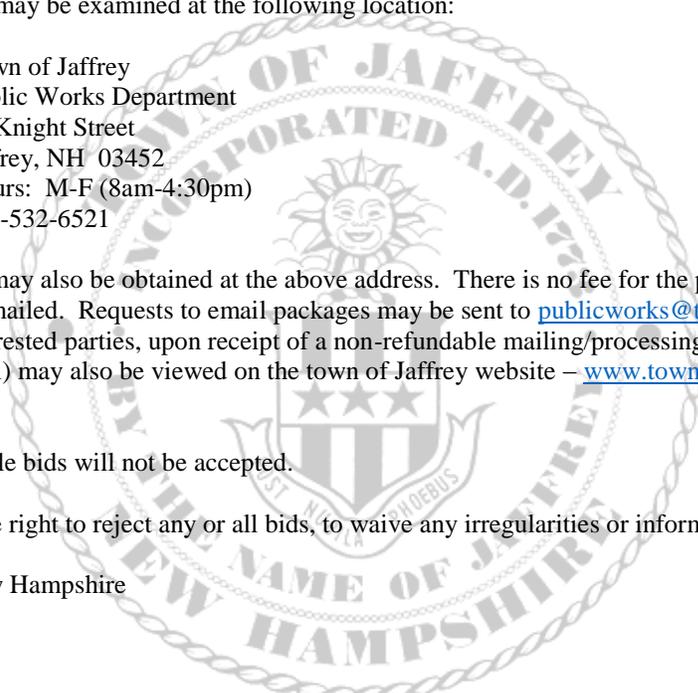
Electronic or Facsimile bids will not be accepted.

The town reserves the right to reject any or all bids, to waive any irregularities or informalities.

Town of Jaffrey, New Hampshire

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TOWN OF JAFFREY, NEW HAMPSHIRE

SUBMIT BID TO:

Town of Jaffrey
Department of Public Works
23 Knight Street
Jaffrey, NH 03452

Facsimile bids are not acceptable.

BIDDER ACKNOWLEDGEMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF JAFFREY. THE TOWN OF JAFFREY MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

NOTICE TO BIDDERS: SEALED BIDS WILL BE RECEIVED ON THE DATE, AND AT THE PLACE, AND FOR THE ITEMS LISTED ON THE ATTACHED TOWN BID FORMS. THESE BIDS WILL BE PUBLICLY OPENED AT TOWN HALL OR OTHER DESIGNATED AREA, IN THE PRESENCE OF BIDDERS AND TOWN OFFICIALS. ALL BIDDERS AND THE PUBLIC ARE INVITED AND ENCOURAGED TO ATTEND THE BID OPENING. AFTER TABULATION AND REVIEW, AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE TOWN MANAGER FOR AWARD OF BID. ALL AWARDS OF BIDS ARE SUBJECT TO APPROPRIATION.

PURPOSE OF BID: THE TOWN OF JAFFREY INTENDS TO SECURE A SOURCE OF SUPPLY FOR ITEM (S) OR SERVICE (S) AT THE LOWEST PRICE; EARLY AND SATISFACTORY MANUFACTURE; AND PROMPT AND CONVENIENT SERVICE AND SHIPMENT BY THE SUPPLIER TO THE TOWN. ANY FAILURE ON THE PART OF THE SUPPLIER TO COMPLY WITH THE ENSUING CONDITIONS AND SPECIFICATIONS SHALL BE REASON FOR TERMINATION OF CONTRACT. THE TOWN RESERVES THE RIGHT TO MAKE AN AWARD TO THE SUPPLIER WHERE THE PRODUCT MEETS THE SPECIFICATIONS, TERMS AND CONDITIONS AND WHERE THE BID IS CONSIDERED TO BEST SERVE THE TOWN'S INTERESTS.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: Radio Modems for the Water Department

BIDS WILL BE OPENED **2:00 P.M.** (Local Time), **Tuesday, December 20, 2016** and may not be withdrawn during the 30 calendar days following such date and time.

John Maclean,
Interim Town Manager
603-532-7880

CORRECT LEGAL NAME OF BIDDER

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE

TYPED/PRINTED NAME OF AUTHORIZED AGENT

ADDRESS

PHONE NO: (_____) _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, all pages inclusive of the Invitation to Bid as well as any special instructions if applicable.

UNOFFICIAL - CALL 603-532-6521 FOR OFFICIAL COPY

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS.

Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to the TOWN, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Bid" generally means the offer to provide work and labor or supply of materials or goods at a specified price to the Town. The term "Successful Bidder" means the most responsible and responsive Bidder to whom TOWN (on the basis of TOWN'S evaluation as hereinafter provided) makes an award. The term "TOWN" refers to the TOWN of JAFFREY. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Additional Instruction to Bidders, Bid Proposal, Reference Information, Certified Resolution, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Indemnity Agreement, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

Complete sets of Bid Documents must be used in preparing Bids. The TOWN does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. The TOWN, in making copies of Bid Documents available, does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the TOWN, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the TOWN, or who is deemed irresponsible or unreliable by the TOWN.

As part of the Bid evaluation process, the TOWN may conduct a background investigation. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. The TOWN shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify the Town Manager or designated individual of all conflicts, errors and discrepancies in the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, Bidder shall indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid, complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the TOWN. If Bidder fails to name a substitute, it will be assumed that the Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

The TOWN also reserves the right to waive minor variations to specifications contained in the Invitation to Bid. This interpretation of minor variations shall be made by applicable the TOWN personnel.

6. INTERPRETATIONS AND ADDENDA

To ensure fair consideration for all Bidders, the TOWN prohibits communication to or with any department, officer or employee during the submission process except as provided below or as specified in the additional information to bidders.

If the Bidder should be in doubt as to the meaning of any of the Bid Documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, the Bidder shall submit a written request directed to the Town Manager to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Town in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by the Town Manager as having received the Bid documents. The issuance of a written addendum by the Town Manager shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In the event of any discrepancy between written prices quoted in the proposal and any prices quoted in figures, the written proposal shall control.

All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to the TOWN shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of thirty (30) calendar days from the date of Bid opening unless otherwise stated by the TOWN.

The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the TOWN.

8. OCCUPATIONAL HEALTH & SAFETY (Not Applicable)

9. SUBMISSION OF BIDS

Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior “**BID FOR RADIO MODEMS**” and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the TOWN for the premature opening of a Bid not properly addressed and identified.

Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

All Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bids received from Bidders in response to the Invitation to Bid will become the property of the TOWN and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the TOWN.

The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

Faxed or emailed bids are NOT acceptable

10. BID FORMS

The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal’s proper written authority to such deputy or subordinate must accompany the Bid.

Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11. MODIFICATION AND WITHDRAWAL OF BIDS

Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal’s proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

12. REJECTION OF BIDS

To the extent permitted by applicable state and federal laws and regulations, the TOWN reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the

commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The TOWN reserves the right to reject the Bid of any Bidder if the TOWN believes that it would not be in the best interest of the TOWN to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the TOWN.

More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

All bids shall remain open for Thirty (30) calendar days after the day of the Bid opening, but the TOWN may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

Extensions of time when Bids shall remain open beyond the thirty (30) day period may be made only by mutual written agreement between the TOWN, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by the TOWN indicates to the TOWN that the award will be in the best interests of the TOWN and not necessarily to the lowest Bidder.

Criteria utilized by the TOWN for determining the most responsible and responsive Bidder includes, but is not limited to the following:

Ability of the Bidder to meet published specifications.

The Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of the Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to the Bidder.

The Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

Whether the Bidder can perform the Contract promptly or within the time specified without delay or interference.

Previous and existing compliance by the Bidder with laws, ordinances and regulations relating to the commodities or services.

Price.

16. CONTRACT DOCUMENTS

Any contract resulting from this solicitation shall include the following which are incorporated herein: (a) Invitation to Bid; (b) Instructions to Bidders; (c) Additional Instructions to Bidders; (d) Applicable Contract attached hereto; and (e) Indemnification Agreement.

17. OPEN-END CONTRACT (Not Applicable)

18. SAMPLES AND DEMONSTRATIONS (Not Applicable)

19. INSURANCE

Bidders must submit copies of their current certificate(s) of insurance prior to execution of the Contract or commencement of work. Failure to do so may cause rejection of the Bid or termination.

PRIOR TO AWARD OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF JAFFREY IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the TOWN by certified mail.

The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability:

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and xx/100 dollars (\$100,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

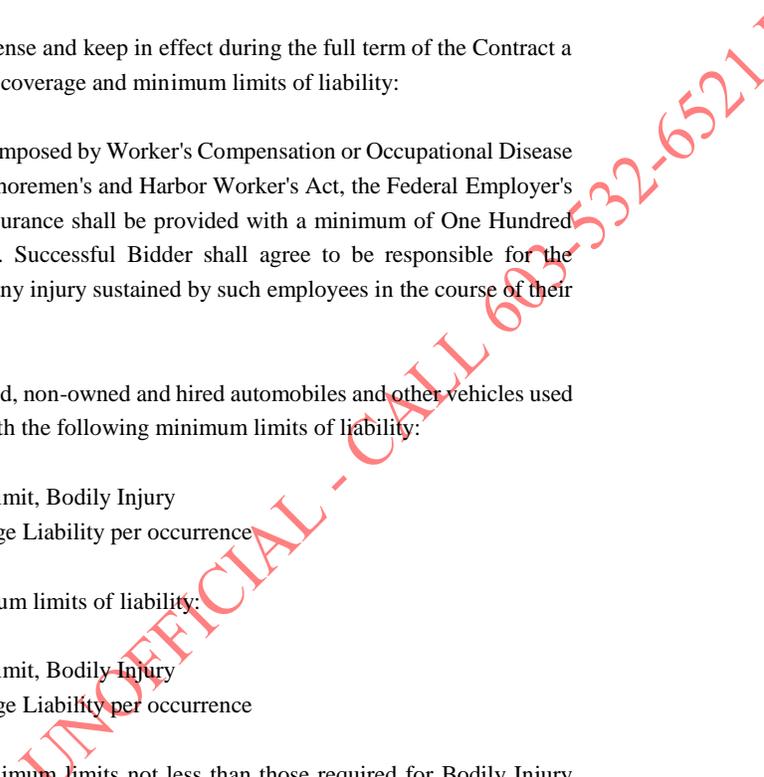
Comprehensive General Liability with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

Premises and Operations;

Independent Contractors;



Sub Contractors;

Product and Completed Operations Liability;

Broad Form Property Damage;

Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and

Personal Injury coverage with employment contractual exclusions removed and deleted.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of New Hampshire, with the following minimum qualifications of Financial Stability B+ to A+ in accordance with the latest edition of A.M. Best's Insurance Guide:

The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million Dollars, \$1,000,000 for each category), and the Successful Bidder shall provide verification thereof to the TOWN upon request of the TOWN.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above described insurance.

The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against the TOWN for payment or assessments in any form on any policy of insurance.

The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to the TOWN. The TOWN shall provide written notice of occurrence within fifteen (15) working days of the TOWN's actual notice of such an event.

The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of the TOWN.

Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

20. TAXES

The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

21. AUDIT RIGHTS (Not Applicable)

22. CONFLICT OF INTEREST

Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the TOWN or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the TOWN who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

23. NON-COLLUSIVE AFFIDAVIT

Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

24. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

Bidder Acknowledgement

Bid Proposal

Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.

Non-Collusion Affidavit

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ADDITIONAL INSTRUCTIONS TO BIDDERS
BID: Radio Modems for the Water Department

1. QUALIFICATIONS OF BIDDERS

The TOWN reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.

The TOWN reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the TOWN immediately of notice of any citation or violation which the Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

2. SAFETY

For Projects with bids costs greater than \$100,000

Pursuant to NHRSA 244:5-a, the Contractor shall provide an Occupational Health and Safety Administration (OSHA) 10-hour construction safety program for its on-site employees. All employees are required to complete the program prior to beginning work. The training program shall utilize an OSHA-approved curriculum. Graduates shall receive a card from OSHA certifying the successful completion of the training program.

Any employee required to complete the OSHA 10 hour construction safety program, and who cannot within 15 days provide documentation of completion of such program, shall be subject to removal from the job site.

Employees exempt from the requirements of the 10-hour construction safety program are delineated in the NHRSA.

For Projects less than \$100,000

For projects that do not meet the requirements of NHRSA 277:5-a, the Town of Jaffrey strongly encourages all contractors to follow all appropriate health and safety plans as appropriate.

The Contractor shall be responsible for ensuring the Health & Safety of the worksite and workers, including authorized visitors, inspectors, relevant state, municipal, or federal government employees, construction and non-construction delivery personnel.

3. WARRANTIES

Warranty of Title: The Successful Bidder warrants to the TOWN that all goods and materials furnished under the Contract will be new unless otherwise specified and that the Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship. All materials shall be new unless otherwise specified.

Warranty of Material and Workmanship: The Successful Bidder warrants all material and workmanship from date of completion and acceptance by the TOWN. If after acceptance by the TOWN, any of the work is found to be defective or not in accordance with the Contract, the Successful Bidder shall after receipt of a written notice from the TOWN to do so, promptly correct the work unless the TOWN has previously given the Successful Bidder a written acceptance of such condition.

The Successful Bidder warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

The Successful Bidder warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

The Successful Bidder warrants to the TOWN that the consummation of the work provided for in the Contract will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.

The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.

All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the TOWN and the successors and assigns of the TOWN.

4. RISK OF LOSS

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of goods, inspection and acceptance of the goods by the TOWN. Title to the goods shall pass to the TOWN upon delivery and acceptance by the TOWN.

5. PERMITS, FEES AND NOTICES (Not Applicable)

The Successful Bidder shall secure all permits and licenses which may be required for the proper execution and completion of the work. The Successful Bidder shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the DPW Director or Town Engineer without delay.

The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

Contractor shall obtain for applicable Building Permit from the Building Inspector.

6. CLEANING UP

The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by the Successful Bidder's operations. At the completion of the work the Successful Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the TOWN.

The Contractor shall clean the site to its preconstruction conditions upon completion of work. All debris, rubbish shall be removed from the premises. The Contractor is responsible for all costs associated with the removal of all construction debris related to this contract.

7. DEFAULT

In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract, the TOWN shall give the Successful Bidder written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

8. COMPENSATION TO BE PAID SUCCESSFUL BIDDER

When the Successful Bidder completes the performance of the Contract to the satisfaction of the Department of Public Works in its sole discretion, the TOWN shall pay and the Successful Bidder shall accept as full consideration for the performance of the Successful Bidder's obligations, the amount set forth in the attached proposal, which shall be integrated in the price for any bid and/or contracted for, unless otherwise noted or specified, shall include full compensation for all materials, equipment,

tools, labor and incidental work necessary to complete the work. The price shall include, without exception, all royalties and costs arising from patents, trademarks, or copyrights, which are in any way in the work.

9. TERMINATION FOR CONVENIENCE OF THE TOWN

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the TOWN may without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN's convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN the notice of termination to the Successful Bidder must state that the contract is being terminated for the convenience of the TOWN under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

If, after the notice of termination, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the Town. In such event, adjustment shall be made as provided. Any termination or suspension of the Contract shall not impair the Town's right to recover damages occasioned by the fault of the Contractor. Any suspension shall not limit the right of the Town to terminate

10. TERMINATION – FORCE MAJEURE

Neither party shall be liable to the other and deemed to be in breach under the Contract for any failure to perform, including with limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment, Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

11. TERMINATION – PERFORMANCE DATES

It is agreed, however, that since the performance dates of the Contract are important, continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the contractor, shall be deemed to render performance impossible and the Town shall thereafter have the right to terminate the Contract in accordance with the provisions of the above.

12. TERMINATION – INCOMPLETE PERFORMANCE

In the event of termination, all finished work and documentation, complete and incomplete, shall be delivered to the Town. The contractor shall be entitled to receive payment for any work performed and accepted under the Contract which was completed prior to the date of termination. In the event of termination prior to the completion of the work, the contractor shall have no right to payment for lost profits or other consequential damages.

13. TERMINATION – INADEQUATE FUNDS

In the event that all or a portion of the project is postponed or terminated due to inadequate federal, state, or local funds, the provisions set forth in the above paragraph (Termination for Convenience) shall apply.

14. ASSIGNMENT

The Successful Bidder shall not assign or transfer its rights, title or interests in the Contract nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without the TOWN'S prior written approval.

15. APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

16. BID SECURITY (Not Applicable)

17. PAYMENT AND PERFORMANCE BONDS (Not Applicable)

18. INDEMNIFICATION

GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations of the Successful Bidder or his Subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the contract.

PATENT AND COPYRIGHT INDEMNIFICATION: The Successful Bidder agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

The Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

The TOWN reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive the TOWN'S rights and immunities under the common law or New Hampshire laws as amended from time to time.

19. AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by the TOWN indicates to the TOWN that the award will be in the best interests of the TOWN, and not necessarily to the lowest Bidder.

A town issued Purchase Order, signed by the Town Manager, will be issued to the Bidder whose bid is accepted. This Purchase Order shall serve as the Town's commitment to purchase the vehicle/equipment proposed.

20. TIME FOR BEGINNING & COMPLETING OF THE WORK

Upon receipt of the Town's Purchase Order, the bidder shall as soon as practical coordinate installation of equipment with the Town.

21. ENTIRE AGREEMENT

This Contract contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this Contract shall be declared by any court of competent jurisdiction to be invalid or unenforceable, then the parties agree that such invalid or unenforceable portion shall be severable and the Contract shall be treated as though that portion had never been part of this Contract.

22. ATTORNEY'S FEES

In the event it becomes necessary for the TOWN to seek legal means to enforce the terms of this agreement, the contractor will be liable for all reasonable litigation fees and costs incurred by the TOWN in the prosecution or defense of such action, or in any post-judgment or collection proceedings. This shall include any bankruptcy proceedings filed by or against the Successful Bidder.

23. EMPLOYEES TO BE COMPETENT

The contractor shall employ only competent people to this work and whenever the Town shall notify the contractor that anyone on the work is incompetent, unfaithful, disorderly or otherwise unsatisfactory, such employee shall be discharged from work on this Contract and shall not again be employed on it, except with the consent of the Town.

24. TIME FOR COMPLETION AND LIQUIDATED DAMAGES. The following paragraphs address time for completion and liquidated damages:

- a. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are Essential Conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."
- b. The Contractor agrees that said work shall be pursued regularly, diligently and continuously at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- c. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- d. The liquidated damages amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. Said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted from time to time by the owner from current periodical payments.
- e. It is further agreed that "time is of the essence" of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall "be of the essence ". Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due to:
 - i. A preference, priority or allocation order duly issued by the government;
 - ii. An unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
 - iii. Any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:
- f. The Contractor shall promptly notify the Owner in writing of the causes of the delay. The Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of his decision in the matter.

25. QUALIFICATIONS OF BIDDERS

Each Bidder shall provide at least three references familiar with its work experience and expertise in the area ("References"), and shall submit the same with the Bid. The Bidder shall also provide the name, address and phone numbers of each reference. Failure to submit the References and all documents required thereunder together with the Bid will constitute grounds for rejection of the Bid.

The TOWN reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.

The TOWN reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the TOWN immediately of notice of any citation or violation which the Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

26. PAYMENT AND RETAINAGE

PAYMENT

The Contract Sum: The Town shall pay to the Contractor for the performance of the Contract, the amounts determined for the total number of each of the units of work in the attached schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an estimate covering the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the Town and/or Contractor.

On not later than the last day of the month, the Town shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the Director of Public Works. The 10% retained percentage shall be held by the Town until final inspection and acceptance. At such time, the retainage may be reduced to 5% of the total value of the contract and this amount may be held during the 12 month guarantee period. All this retainage shall be held in a non-interest bearing account.

RETAINAGE WILL BE WITHHELD FROM PROGRESS PAYMENTS AT THE SOLE DISCRETION OF THE TOWN

Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Town Engineer and/or their representative shall within one week, make such an inspection; and if they find the work acceptable under the Contract and the Contract fully performed, they will promptly issue a Certificate of Final Completion of Work, over their own signature, stating that the work required by this Contract has been completed and is acceptable by them under the terms and conditions thereof, and the entire balance found to be due the Contractor, less the retained percentage, shall be paid to the Contractor by the Town within thirty (30) days after the date of said final certificate.

Before final payment is due, the Contractor shall submit evidence satisfactory to the Town and/or their representative that all payrolls, material bills and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the Town guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Town other than those arising from unsettled liens, from faulty work appearing within twelve months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Town and/or their representative so certifies; the Town shall, upon certificate of the Superintendent, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

27. TIME FOR BEGINNING & COMPLETING OF THE WORK

The Successful Bidder shall commence work within ten (10) days after the date specified in the Notice to Proceed or Purchase Order, given to it by the Town Manager or designated town employee, to commence work and it shall complete the work within the time specified.

28. COST ADJUSTMENTS (Open End Contracts) (not applicable)

The cost(s) shall remain firm for the initial one (1) year contract term. Costs for any extension term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the TOWN at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Contract. In the event the CPI or the industry costs decline, the TOWN shall receive, from the Successful Bidder a reduction in costs, in accordance with the terms and conditions for adjustments detailed above. Only one cost adjustment will be allowed per contract time period.

29. LIQUIDATED DAMAGES.

The TOWN and Successful Bidder recognize that time is of the essence of this Contract and that the TOWN will suffer loss if the project is not completed within the time specified, plus any extensions thereof allowed.

They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the TOWN if the project is not completed on time. The TOWN and Successful Bidder recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the TOWN would suffer in the event Successful Bidder neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the TOWN and Successful Bidder agree that as liquidated damages for delay (but not as a penalty) Successful Bidder shall pay the TOWN One Hundred Dollars (\$100.00) for each day that expires after the time specified in bid package and contract for substantial completion until the project is substantially complete. If Successful Bidder shall neglect, refuse or fail to complete the remaining project within the time specified or any proper extension thereof granted by the TOWN within the time or any proper extension thereof granted by the TOWN, Successful Bidder shall pay the TOWN None for each day that expires after the time specified in bid package and Contract for completion and readiness for final payment.

30. DELAY OR HINDRANCE

The contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the contractor, an extension of time shall be the contractor's sole remedy.

UNOFFICIAL - CALL 603-532-6521

INFORMATION TO BIDDERS

Town of Jaffrey, NH
DPW – Water Department

Water Radio Telemetry SCADA System – Radio modem replacement

The Town of Jaffrey seeks Bids for the replacement of approximately 7 radio modems (6 locations plus spare) at various water department facilities to comply with FCC narrow band channel requirements (6.25 Khz) to operate at 173.3125 MHz.

The Department's facilities are linked and operated via a radio telemetry SCADA system. The intent of this project is for the selected vendor to become familiar with all existing facilities and:

- Inspect each location including existing radio installation. Inspect all cabling, antennae and other components of the system for suitability with new modem. Evaluate each radio for compliance with narrow banding requirements (6.25 KHz).
- With new modem installed, confirm operation of the modem and components to provide a completely operational radio telemetry SCADA system between facilities.
- It is noted that remote locations 2-6 as indicated on the license, operate at 2 Watt output. Periodically, the Department has experienced signal loss between the remote locations and the main station. Selected radio shall be capable of up to 5 Watt output for locations 2-6 and Bullet Pond Tank. It is desired to increase the output of these locations to alleviate the periodic signal loss.
- It was noted during the preparation of these specifications that one location (Bullet Pond Storage Tank) is not shown on the FCC permit. Bidder shall assist the town in adding this location to the permit. (This work is incidental to the project).
- Selected vendor to complete FCC application for modification of licenses to permit 5-watt output and also a FCC narrow banding permit modification. Any fees for this application for the license modification will be paid by the Town.
- All antennas to be inspected to ensure overall communications of the system. Particular attention should be given to the correct installation of the antennas to provide adequate protection from nearby lightning strikes. Inspection should include the low resistance DC grounding. If Antennae is determined to be unsuitable, the Vendor shall notify the Director of Public Works, and a decision will be made on its replacement. Replacement of Antennae without approval may not be eligible for payment.
- Inspect all facilities for transient antennae voltage surge suppression devices. Supply and install if required. To be Model AA162 as manufactured by Esteem or equal.
- Any antennae cabling needing replacement to be ½" minimum Heliac Cable as manufactured Esteem (AA236), Andrews (LDF4-50A) or equal.
- Vendor shall be experienced in the installation of radio modems in a radio telemetry application. Experience and references shall be submitted with the bid.
- Copy of existing FCC license with facility locations and authorized output are attached.
- Final closeout will include verification that all radio modems are communicating properly with the SCADA system.

Location 6 as indicated on the license, is located at the Squantum Well. This modem was installed in 2011 with the construction of the new well. An ESTEEM Model 192M capable of 2-5 Watts (material product sheet attached) is installed. This radio is not to be changed out unless required as it currently complies with the narrow banding requirements.

All replacement radios to be Esteem Model 192M or latest model and/or able to communicate seamlessly with the existing radio modem at the Squantum Well.

Specifications:

- Radios to be narrow band
- Radios to be licensed by the FCC for narrow band operations at the desired frequency
- Radio modems to be compatible with 6.25 MHz.
- Radio modems to be software frequency agile and adjustable locally or remotely.
- All modems to function as a base, repeater or remote with same unit. Changing functions accomplished through software programming locally or remotely over RF link.
- All radio modems capable of master to master communications. No radio modem in the system will be limited to function only as a repeater or slave to master radio modem.

Submittals

- Provide data sheets for each item of equipment supplied including equipment ratings, ranges, spans, materials of construction, full model numbers, etc.
- Manufacturer's installation instructions.

- Manufacturer's certificate that make and model provided meets or exceeds specified requirements.
- Provide **TWO (2)** O&M Manuals for all products and software for the installed devices
- Provide Warranty Certificates for each radio

The selected vendor or representative to do a complete installation of the selected product including verification of operation.

The costs for the furnishing and installation modems to include any assistance in FCC Permit modification.

Minimum warranty – one (1) year from date of installation

Questions regarding these specifications should be directed to: Randall Heglin, Director of Public Works D (603-532-6521) (rhglin@townofjaffrey.com) prior to bid submission and at least **five (5) business days prior** to bid opening.

Bids must be submitted in a sealed envelope plainly marked for the corresponding bid.

Faxed or E-mailed Bids are unacceptable.

Bids may be mailed, delivered or hand carried to: The Jaffrey Public Works Department, 23 Knight St. Jaffrey, N.H. 03452. **All bids must be received and in hand by 2:00 PM local time Tuesday December 20, 2016**, at which time all bids will be publicly opened and read aloud

The Town of Jaffrey reserves the right to reject any and all bids, or any portion of any bid and to accept the bid or bids deemed to be in the best interest of the town.

The Town reserves the right to purchase any, all or none of the equipment included in this procurement, in the best interest of the town.

STIPULATIONS:

1. All bids must be guaranteed to remain in effect for at **least thirty (30) days** after bid opening.
2. All bids must be submitted on the bid sheets provided by the Town, along with any supporting documentation that is felt necessary by the Bidder or as required by the specifications.
3. Any deviation from the exact bid specification must be appropriately marked on the bid sheet. Any and all proposed deviations must be numbered, listed and explained on a separate sheet of paper supplied by the Bidder. Each sheet shall include the Bidders name date and item being bid.
4. Conditional bids are not acceptable.
5. All purchased equipment will be F.O.B. Jaffrey N.H.
6. The radios to be installed by vendor or authorized representative experienced in the service and installation of such equipment.
7. Submission of a Bid constitutes an agreement to the preceding stipulations.
8. Insurance Certificate to be provided to the Town prior commencement of work.

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Existing Radio Installations				
FCC Location	Location	Make/model	S/N	Comments
1	Administration Building	Esteem 192M	192M 10177	
2	Turnpike Well	Esteem 192M	192M 10179	
3	Contoocook Well	Esteem 192M	192M 10202	
4	Prospect St Booster Station	Esteem 192M	192M 10196	Contains sticker indicating narrow band, 2.5 KHz deviation. Bidder to confirm compliance
5	Poole Tank	Esteem 192M	192M 10206	
6	Squantum Well	Esteem 192M	192M M-13341	Narrow banded
	Bullet Tank	Esteem 192M	192M 10182	Location not on FCC permit
	Spare Radio	Esteem 192M	192M 10204	

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BID

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of the State
(Commonwealth) of _____ doing business as _____
(a corporation, a partnership, or an individual)

To the _____ Town of Jaffrey, New Hampshire _____
(hereinafter called "Owner")

In compliance with your Invitation for BID, Bidder hereby proposes to perform all WORK for the:

Replacement of Radio Modems at the Water Department facilities

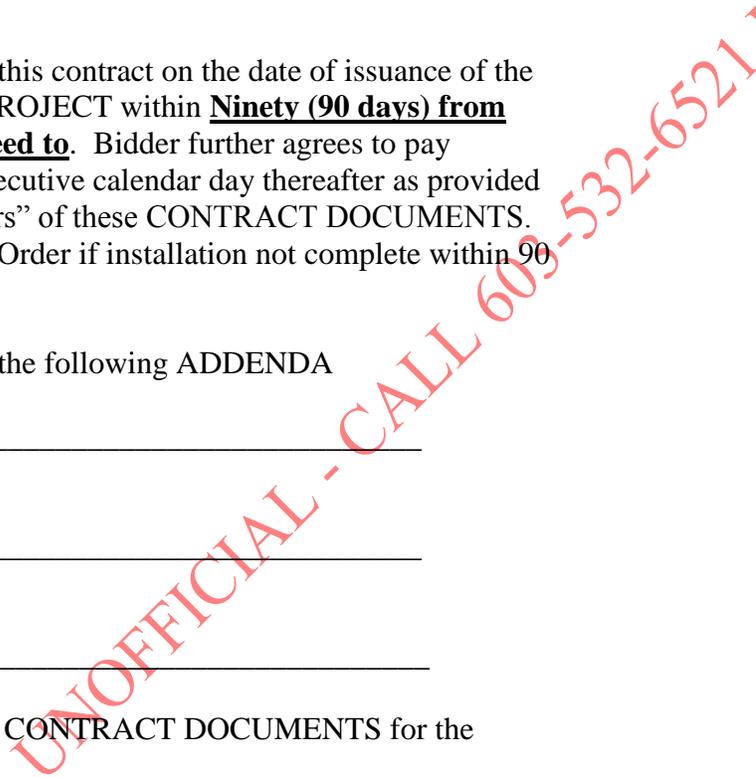
In strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

BY submission of this BID, each Bidder certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that his BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to thus BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on the date of issuance of the NOTICE TO PROCEED and to fully complete the PROJECT within **Ninety (90 days) from issuance of Purchase Order, unless otherwise agreed to.** Bidder further agrees to pay liquidated damages, the sum of \$0.00 for each consecutive calendar day thereafter as provided in Section 29 of the "Additional Instruction to Bidders" of these CONTRACT DOCUMENTS. Town reserves the option of cancelling the Purchase Order if installation not complete within 90 days.

BIDDER acknowledges receipt of the following ADDENDA

Bidder agrees to perform all WORK described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:



**BID
FOR
Replacement of Radio Modems at the Water Department facilities
INCLUDING APPURTENANCES**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	6 ea	Furnish & Install 5 Watt radio narrow band radio modem _____ Per each	_____ Per each	
2.	1 ea	Furnish & install 20 Watt narrow band radio modem _____ Per each	_____ Per each	
3a.	1 ea Allowance	Replace, Furnish & Install as needed Yagi antennae _____ Per each	_____ Per each	
3b.	1 ea Allowance	Replace, Furnish & Install as needed Monopole antennae _____ Per each	_____ Per each	
4.	50 LF Allowance	Replace furnish & install ½" minimum heliax cable with any necessary connectors _____ Per linear foot	_____ Per LF	
5.	1 ea Allowance	Replace or furnish & install Antenna Transient Voltage Surge Suppression (Esteem AA162 or equal) _____ Per each	_____ Per each	
TOTAL BID (sum items 1 through 5 above)			_____	

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BASIS FOR AWARD OF CONTRACT

The Award of the Contract will be based on the Sum of the Bid (Items 1 through 5 above). Costs for bonding, insurance, general conditions, etc., are not to be broken out but are to be considered incidental and included in the cost to complete the project. Any costs for FCC Permit modification also incidental to replacement of the modems.

Bidder Information

Bidder Name _____

Bidders Address _____

Telephone _____ Fax _____

Bidder's Authorized Signature: _____

Title: _____

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References

The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid and experiences with the installation of and verification of operation of Radio Modems:

1. Have been in business under present

Name: _____

for _____ years.

2. Ever failed to complete any work awarded? _____
If so, explain using additional sheet of plain 8 1/2" x 11" paper as necessary.

3. List recent contracts, preferably with municipalities, with names of towns/cities/owners on which you served as contractor or provided service or materials of the same nature as we are requesting:

Type System, Project/Job	Town/Owner/Location	Contact Person	Tel. No.
-------------------------------------	----------------------------	---------------------------	---------------------

- a) _____
- b) _____
- c) _____

Upon written request from the Public Works Director, the bidder may be required to produce other information to support its qualifications and to make sure it is financially qualified to carry out the contract.

Bidder may also attach reference sheet.

(SUBMIT THIS SHEET WITH BID)

UNOFFICIAL - CALL 603-532-6521

INDEMNITY AGREEMENT

The undersigned agrees to indemnify and hold harmless the Town of Jaffrey, New Hampshire from any and all claims for property damage and/or personal injury which may arise as a result of the undersigned's performance of the terms of this Agreement, including, but not limited to, any attorney's fees and associated legal expenses which may be incurred by the Town in defending itself from any claims which may arise.

Company Name

Date

Authorized Signature

Above Signature Typed or Printed

PROJECT: RADIO MODEM REPLACEMENT FOR THE WATER DEPARTMENT

(SUBMIT THIS SHEET WITH BID)

UNOFFICIAL - CALL 603-532-6521

Bidder's Affidavit: Foreign Corporation*

The undersign certifies that _____ is a foreign corporation incorporated in the State (Commonwealth) of _____, whose principal place of business is _____ and is required to obtain a license to transact business in the State of New Hampshire.

The undersigned bidder further certifies that said license has been obtained and is in effect and has designated a statutory agent upon whom process against bidder corporation may be served within the State of New Hampshire. The designated statutory agent

is _____
(name and address)

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

_____	_____
Date	Signed

Title	

Note: This statement is to be reproduced on the bidder's letterhead, signed by the President, Vice-President or General Manager, notarized and submitted with the Bid.

* Any Corporation that is not incorporated in the State of New Hampshire is a foreign corporation.

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(SUBMIT THIS SHEET WITH BID)

TOWN OF JAFFREY, NEW HAMPSHIRE
BUSINESS AND TAXPAYER IDENTIFICATION INFORMATION

THIS BUSINESS IS A: (Please check one)

- Individual
- Corporation
- Sole Proprietorship
- Partnership
- Non-Profit Entity
- Other, Please Describe: _____

LICENSED OR OTHERWISE AUTHORIZED TO DO BUSINESS BY THE STATE OF: _____

TAXPAYER IDENTIFICATION NO. (TIN): () () - () () () () () ()

OR

SOCIAL SECURITY NUMBER () () () - () () - () () () ()

LEGALLY ISSUED IN THE NAME OF: _____

DOING BUSINESS AS (D/B/A): _____

ADDRESS: _____

TOWN/TOWN, STATE, ZIP: _____

NOTE:

Your bid may be rejected if you do not complete and submit this page with your bid.

Checks in payment of obligations by the Town will be made payable to your legally issued name unless you state a D/B/A (doing business as). Federal Tax reporting, if required, will also be in your legal name.

Failure to provide a Taxpayer Identification Number (T.I.N.) will subject you to a 31% Federal Back-up Withholding.

Failure to submit this form with your Bid/RFP response may result in your Bid/Proposal being rejected as unresponsive.

BIDDER MAY SUBSTITUTE IRS FORM W-9

SUBMIT THIS FORM OR IRS FORM W-9 WITH BID

UNOFFICIAL CALL 603-532-6521

NON – COLLUSION AFFIDAVIT

State of New Hampshire)

being first duly sworn, deposes and says that:

1. He/She is _____ of _____ the bidder has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive of sham bid;
4. Neither the same bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, or to fix any overhead profit or cost element of the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the TOWN OF JAFFREY NEW HAMPSHIRE, or any person interested in the proposed Contract, and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 200__

Commission Expires: _____

Notary Public, State of New Hampshire

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NON-DISCRIMINATION AND AFFIRMATIVE ACTION CERTIFICATION

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; or any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town of Jaffrey shall not be liable for any costs associated with the Contractor’s defense of claims of discrimination.

(Name of Business)

(Signature of Person Signing Proposal)

(Print Name & Title of Person Signing)

(RETURN THIS PAGE WITH BID)

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Authority of Bid Signatory

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

_____ The party bidding is a sole partnership. Below the signature affixed on the Proposal Sheet, a sole proprietorship's owner shall write "sole owner" or "doing business as (name of bidder)".

_____ The party bidding is a partnership and the party signing is one of the partners. Below the signature affixed on the Proposal Sheet, a signatory for a partnership shall write "member of the firm"

_____ The party bidding is a corporation. The signing party is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The Secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

_____ Signatory authority is evidenced by other means noted below:

Name of Bidder: _____

(RETURN THIS PAGE WITH BID)

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Town of Jaffrey
Insurance Requirements Checklist

Items marked "X" must be provided

<u> X </u>	<u>General Liability</u>		<u>Minimum Limits Required</u>
<u> X </u>	Commercial General Liability	\$ 1,000,000	General Aggregate
<u> X </u>	Occurrence Form		Product/Completed Operations Agg.
		\$ 1,000,000	Personal & Advertising Injury
		\$ 1,000,000	Each Occurrence
<u> X </u>	<u>Automobile Liability</u>		
<u> X </u>	Owned, Hired & Non-Owned	\$ 1,000,000	Combined Single Limit per Occurrence
<u> X </u>	<u>Workers Compensation and Employers Liability</u>		Statutory
		\$ 100,000	Each accident
		\$ 500,000	Disease – Policy Limit
		\$ 100,000	Disease – each employee
	<u>Professional Liability Errors and Omissions</u>	\$ _____	Aggregate
	* Deductible: \$ _____	\$ _____	Each claim
	*Claims made (Y/N) _____		
	*Occurrence (Y/N) _____		
	* Defense included in limits (Y/N) _____		
	(*to be completed by Bidder)		
<u> </u>	<u>Builders Risk /Installation Floater</u>	\$ _____	100% of completed or installed value
	*Flood Included \$ _____ Limit		
	*Transportation Inc \$ _____ Limit		
	*Storage Included \$ _____ Limit		
	Town must be named insured. Copy of policy required		
<u> X </u>	The Certificate of Insurance must show the Town of Jaffrey as an additional insured		
<u> X </u>	Certificates must be given to the Town 30 days prior to a written notice of cancellation, non-renewal, or adverse change.		
<u> X </u>	Certificate must identify Contract Title		

Statement of Bidder

We understand the requirements requested and agree to comply fully.

Authorized Signature – Bidder

A completed copy of this form with original signature must accompany bid

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BIDDER'S DOCUMENT CHECKLIST

In order to be considered responsive, each prospective contractor must submit the following documents as part of their bid:

1. Bid Sheet
2. Itemized Bid Sheet
3. 5% Bid Bond (Not Applicable)
4. Business and Taxpayer Identification Information Form (IRS Form W-9)
5. Town of Jaffrey Indemnification Agreement
6. Bidder's Affidavit: Foreign Corporation
7. Non-collusion affidavit
8. Non-discrimination and affirmative action certification
9. Authority of bid signatory
10. Insurance Requirements checklist

The successful contractor must submit, prior to commencement of work, the following documentation:

1. Insurance Certificate (Naming the Town of Jaffrey as an **Additional Insured**) that meets the minimum requirements for coverage

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: JAFFREY, TOWN OF

ATTN: JAFFREY WATER WORKS
JAFFREY, TOWN OF
23 KNIGHT ST
JAFFREY, NH 03452

Call Sign WPGS540	File Number 0006633878
Radio Service IG - Industrial/Business Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0003657053

Grant Date 01-27-2015	Effective Date 01-27-2015	Expiration Date 03-09-2025	Print Date 01-27-2015
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1	Address: TURNPIKE RD City: JAFFREY County: CHESHIRE State: NH Lat (NAD83): 42-48-36.3 N Long (NAD83): 072-00-54.3 W ASR No.: N/A Ground Elev: 308.0
Loc. 2	Address: TURNPIKE RD City: JAFFREY County: CHESHIRE State: NH Lat (NAD83): 42-48-30.3 N Long (NAD83): 072-00-52.3 W ASR No.: N/A Ground Elev: 306.0
Loc. 3	Address: CONTOOCOOK RD City: JAFFREY County: CHESHIRE State: NH Lat (NAD83): 42-47-33.3 N Long (NAD83): 071-59-59.3 W ASR No.: N/A Ground Elev: 312.0
Loc. 4	Address: PROSPECT ST City: JAFFREY County: CHESHIRE State: NH Lat (NAD83): 42-49-12.3 N Long (NAD83): 072-02-16.3 W ASR No.: N/A Ground Elev: 330.0
Loc. 5	Address: POOLE RD City: JAFFREY County: CHESHIRE State: NH Lat (NAD83): 42-50-32.3 N Long (NAD83): 072-05-12.3 W ASR No.: N/A Ground Elev: 417.0
Loc. 6	Address: SQUANTUM RD City: RINDGE County: CHESHIRE State: NH Lat (NAD83): 42-46-48.3 N Long (NAD83): 071-58-53.3 W ASR No.: N/A Ground Elev: 366.0

Antennas

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

FCC 601-LM
August 2007

Licensee Name: JAFFREY, TOWN OF

Call Sign: WPGS540

File Number: 0006633878

Print Date: 01-27-2015

Loc. No.	Ant. No.	Frequencies (MHz)	Sta.Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000173.31250000	FXO	1		6K00F2D	20.000	20.000	15.0		
2	1	000173.31250000	FXO	1		6K00F2D	2.000	10.000	6.0		
3	1	000173.31250000	FXO	1		6K00F2D	2.000	10.000	6.0		
4	1	000173.31250000	FXO	1		6K00F2D	2.000	10.000	9.0		
5	1	000173.31250000	FXO	1		6K00F2D	2.000	10.000	12.0		
6	1	000173.31250000	FXO	1		6K00F2D	2.000	10.000	15.0		

Control Points

Control Pt. No. 1

Address: TURNPIKE RD

City: JAFFREY

County: CHESHIRE

State: NH

Telephone Number: (603)532-7870

Waivers/Conditions:

NONE

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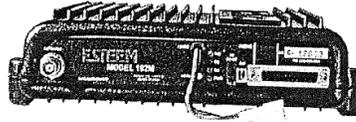
ESTEEM

Wireless Modems

Model 192M Product Sheet

Wireless Solution

ESTeem® wireless modem products provide a "Wireless Solution" by eliminating conventional hard wiring, leased phone lines, or cellular costs.



The ESTeem Model 192M comes with the industry standard RS-232C, RS-422, and RS-485 asynchronous communications ports to give the user a new dimension to "Wireless Networking".

Model	Frequency (MHz)	RF Power (W)
192M	150 to 174	2 to 5

Our narrow band, packet burst, frequency agile, radios allow the user to create a "Radio Area Network" of up to 255 users on a single frequency. The packet burst communications technique was chosen to give the system very high data integrity in high noise industrial environments. The ESTeem incorporates forward error correction and CRC error checking that provides received data accuracy of greater than one part in 100 million.

Packet Protocols

By using a Carrier-Sensed-Multiple-Access (CSMA) communication protocol, no polling station or token is required in the ESTeem network. When an ESTeem has information to send, it will check to see if the channel is clear, transmit its packet, then wait for the acknowledge packet. ESTeem radios are a Master/Master system, meaning any ESTeem of the same model type can communicate with each other using a User Definable Radio Address.

Data Privacy

Transmitted data privacy is insured by the use of an interleaving technique of the modulated data, user definable radio addressing, network addressing, and security lock-out of software programming.

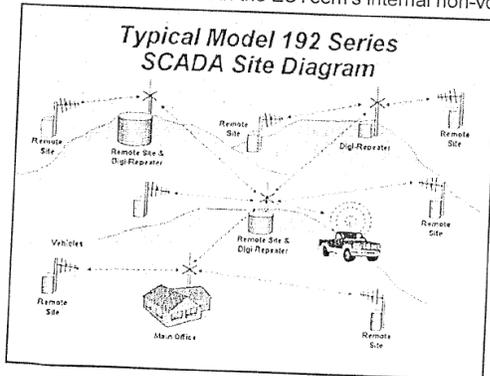
Increased Operating Range

The internal Digi-Repeater feature allows the user to increase operating range by relaying transmissions through a maximum of three ESTeems to reach the destination ESTeem. The ESTeem can function as a Master, Remote, Repeater, or Remote/Repeater node for added flexibility.

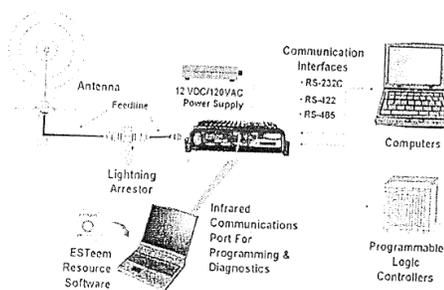
User Friendly

The ESTeem has user programmable software to allow the configuration of the unit for any application. These commands are saved in the ESTeem's internal non-volatile memory.

ESTeem 192 Software Features
User Definable Radio Modes of Operation
Digi-Repeater Feature, Maximum 3 Hops
Remote Programmability
Programmable Auto-Connect
Radio Self Test
Packet Monitor
Received Signal to Noise Ratio Output
Received Signal Strength Output
Point to Point Protocol
Point to Multi-Point Protocol
Polled with Report-By-Exception Protocol
Multi-Connect
Global Broadcast
Transparent Mode
Semi-Transparent Mode
Contention Protocol
DNP Protocol
PLC/RTU Protocol Drivers
Security Code (user programmable)



Typical 192 Series Outdoor Hardware Block Diagram



532-6521

7-1

Technical Specifications

Model 192M

ESTeem 192M Specifications	
Transceiver	
Frequency of Operation (Software Selectable)	150 to 174 MHz
Frequency Selectability	6.25 KHz
Frequency Stability	± 1.5 ppm
RF Data Rate @ 25 KHz Channel Spacing	19200 bps
RF Data Rate @ 12.5 KHz Channel Spacing	9600 bps
RF Output Power @ 50 ohms (Z)	2 to 4 Watts
TX Duty Cycle	100%
Transmitter Spurious & Harmonics	> 55 dB down from carrier
Transmitter Rise Time	1 mSec
TX Modulation	DC to 4800 Hz @ 19,200 bps DC to 2400 Hz @ 9600 bps
TX Deviation	4000 Hz @ 19,200 bps 3000 Hz @ 9,600 bps
Minimum Radio Turn Around Time	<30 mSec + Data (with Acknowledge) <15 mSec + Data (without Acknowledge)
Transmit/Receive Switch	Integral to Unit
RX Sensitivity	-110 dBm @ 12 dB Sinad
Receiver Spurious & Image Rejection	> 50 dB
Receiver Squelch Sensitivity	Software Adjustable
Receiver Adjacent Channel Rejection	> 70 dB
Receiver Modulation Acceptance:	25 KHz @ 19,200 bps 12.5 KHz @ 9,600 bps
Receiver Base Bandwidth:	4.8 KHz @ 19,200 bps 2.4 KHz @ 9,600 bps
Data Packet Information	
Radio Addressing (Programmable)	1 to 255
Data Packet Size (Programmable)	1 to 2000 bytes
Data Buffers	Transmit 4000 bytes/Receive 4000 bytes
Data Transmission Protocol	Carrier Sensed Multiple Access w/Collision Detection (CSMA-CD)
Data Error Checking	Forward Error Correction, 32 bit Cyclic Redundancy Check (CRC) with Packet Acknowledge and Retry
Data Retry (programmable)	1-255
LED Indicators	
Front Panel	Power (On/Off) - Rx Carrier Detect (On/Off) - Transmitter (On/Off) - Auto Connect (On/Off) - Link Connect (On/Off) - Serial Port Error (On/Off)
Input/Output Interfaces	
RF Input/Output	TNC Female Connector
Input Power	2 Pin Molex (male) Connector
Asynchronous RS-232C/422/485	25 Pin Sub Minutue D Connector
	600 to 19,200 baud (software selectable), 7 to 8 data bits, Even/Odd/No Parity, 1 or 2 stop bits
	Hardware or Software Flow Control
Infrared Programming Port	Dongle, Infrared Communications Device, AA300 (optional)
Switches	
CPU Reset	Front Panel (push button)
RS-232C/422/485	Dip Switch (on rear of unit)
Power Requirements	
Power Supply Voltage	10.8 to 16 VDC
Power Supply Current	400 mA Receive 1.5 A Transmit (2 W) 2.0 A Transmit (4 W)
Case	
Temperature Range	-30 to +60 degrees C.
Humidity	95% Non Condensing
Dimensions	2.45 in. (H) x 8.16 in. (W) x 9.37 in. (L)
Weight	5 lbs.
Product Warranty	1 Year
Type Acceptance	
FCC (USA) @ 25 KHz Channel Spacing	ENPESTEEM192M
FCC (USA) 25 KHz Emission Designator	17K6F2D
FCC (USA) @ 12.5 KHz Channel Spacing	ENPESTEEM192M
FCC (USA) 12.5 KHz Emission Designator	10K8F2D
Industry Canada @ 25 KHz Channel Spacing	2163 195 385A
Industry Canada 25 KHz Emission Designator	17K6F2D
Industry Canada @ 12.5 KHz Channel Spacing	2163 195 385A
Industry Canada 12.5 KHz Emission Designator	10K8F2D



ELECTRONIC SYSTEMS TECHNOLOGY
415 N. QUAY STREET • KENNEWICK, WA 99336
Phone (509) 735-9092 (O) • Fax (509) 783-5475

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