

SPRINGFIELD HOUSING AUTHORITY

25 SAAB COURT / P.O. BOX 1609
SPRINGFIELD, MASSACHUSETTS 01101

Contract Documents

For

Data Cabling & Wiring Services



SPRINGFIELD
HOUSING
AUTHORITY

**Springfield Housing Authority
Data Cabling & Wiring Services**

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INVITATION FOR BIDS

The Springfield Housing Authority (SHA) is accepting sealed bids from licensed and experienced Data Wiring Contractors to furnish and install data cabling & wiring services at its 60 Congress Street offices. Bids will be received until 10:00 AM on July 17, 2013 which time they will be opened and publicly read aloud at the SHA Purchasing Department Office, 117 Sanderson Street (rear) Springfield, MA 01107.

This contract will be a onetime contract commencing on date of award until project completion which is anticipated to take no more than 4 business weeks.

The Contractor under this bid procedure shall perform and furnish all necessary work and insurance affidavits required as described herein.

Bids shall be submitted in duplicate on forms furnished by the Springfield Housing Authority. Envelopes must be clearly marked **Bids for data cabling & wiring services, bid due date July 17, 2013.**

A **mandatory** pre-bid conference is scheduled to be held in the SHA Purchasing Department conference room at 10:00 AM on July 8, 2013 at 117 Sanderson Street (rear) Springfield, MA 01107.

Failure to attend the pre-bid conference will result in rejection of bid for contract award consideration.

Bid forms, and General Instructions and Conditions, are available between the hours of 8:00 AM and 4:00 PM at the Springfield Housing Authority Purchasing Department Office, 117 Sanderson Street, (rear) Springfield, MA 01107. Bid packages can also be found at the SHA website <http://shamass.org/doing-business-with-the-sha/goods-services/goods-services-solicitations/>.

The SHA reserves the right to reject any and all bids or parts therein.

The terms and conditions of the contract are outlined in the Bid Request Documents.

The contract award will be governed by the SHA Purchasing Policy, Massachusetts General Laws c.30B, c149 §A-J, 149 §§26 to 27H inclusive, 24 CFR 85.36, and the provisions of the "Instructions to Bidders". This contract must be approved by the Springfield Housing Authority Board of Commissioners prior to contract execution.

Springfield Housing Authority
Michael Bailey
Purchasing Manager

To be advertised:

Monday, June 24, 2013 and Monday, July 1, 2013

Springfield Housing Authority
Bid contract documents for data cabling & wiring services

The Springfield Housing Authority (SHA) is accepting sealed bids from licensed and experienced Data Wiring Contractors to furnish and install data cabling & wiring services at its 60 Congress Street offices. Bids will be received until 10:00 AM on July 17, 2013 which time they will be opened and publicly read aloud at the SHA Purchasing Department Office, 117 Sanderson Street (rear) Springfield, MA 01107.

This contract will be a onetime contract commencing on date of award until project completion which is anticipated to take no more than 4 business weeks.

The Contractor under this proposal procedure shall perform and furnish all necessary work and insurance affidavits required as described herein.

This IFB contains the following information:

Article 1: Bidders' Representations
Article 2: Requests for Interpretation
Article 3: Preparation and Submission of Bids
Article 4: Withdrawn Bids
Article 5: Contract Terms and Conditions
General Scope of Services
Forms

Schedule:

A. Issue IFB	June 24, 2013
B. Mandatory Pre-bid conference	July 8, 2013 @ 10:00
C. IFB Questions	July 10, 2013
D. IFB Response to Questions	July 12, 2013
E. IFB Responses Due	July 17, 2013
F. Contract Award Date	July 2013 (Pending Approval)

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATIONS

Each bidder by making a Bid represents that:

- The Bidder has read and understands the Bid Contract Documents and the Bid is made in accordance therewith and includes all associated costs and required documents.
- Failure to so examine the Bid Contract Documents will not relieve any Bidder from any obligation under the Bid as submitted.

SALES TAX EXEMPTION AND OTHER TAXES

- To the extent that materials and supplies are used or incorporated in the performance of this contract, the Springfield Housing Authority is an exempt purchaser under the Massachusetts General Laws, Chapter 64H, Sections 6(d) and (e).
- The Bidder shall be responsible for paying all other taxes and tariffs related to the work.

ARTICLE 2 - REQUESTS FOR INTERPRETATION

- Bidders shall promptly notify the Springfield Housing Authority in writing, of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bid Contract Documents.
- Bidders requiring clarification or interpretation of the Bid Contract Documents shall make such request in writing to: Michael Bailey, Purchasing Manager, Springfield Housing Authority Purchasing Department 117 Sanderson Street (rear), Springfield, MA 01107 or via email to mbailey@shamass.org.
- A **mandatory** pre-bid conference is scheduled to be held in the SHA conference room at 10:00 AM on July 8, 2013 at the SHA Purchasing Department Conference room at 117 Sanderson St (rear), Springfield, MA 01107
- **Failure to attend the pre-bid conference will result in rejection of bid for contract award consideration.**
- Any requests for clarification of this IFB must be submitted in writing no later than July 10, 2013. The SHA shall issue a written response no later than July 12, 2013 to all parties who have received a copy of the IFB.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

- Bids shall be submitted on bid pricing sheets furnished by the Springfield Housing Authority.
- All entries on the pricing sheet shall be made legibly in typewriter or in ink. A Company representative authorized to contractually bind the company must sign the required bid documents.
- Bids are subject to M.G.L. c. 149 §A-J and to minimum wage rates as required by M.G.L. 149, §§26 to 27H inclusive.
- Bids shall be accompanied by a Bid Deposit that is not less than five (5%) of the greatest possible bid amount and made payable to the Springfield Housing Authority.

- A Performance Bond in the amount of fifty percent (50%) of the Contract Price will be required of the successful Bidder upon signing of any contract in conjunction with the requirements of M.G.L. c 149.
- The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside.

Bid for Data Cabling & Wiring Services

- **Springfield Housing Authority**
- **Bidders Name and Address**
- **Bidders Contact Person and Phone Number**

- Date, time, and location for receipt of Bids are listed in the Invitation for Bids.
- Timely delivery of Bid documents at the designated location shall be the full responsibility of the Bidder.
- Late Bids will not be accepted for award consideration.
- Facsimiles of Bids are not permitted.
- Bids, which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions, will be rejected as unresponsive.
- Conditional Bids will not be accepted.
- Electronic copies of this IFB can also be found at the SHA website <http://shamass.org/doing-business-with-the-sha/goods-services/goods-services-solicitations/>.

ARTICLE 4 - WITHDRAWN BIDS

- Any Bid may be withdrawn prior to the time designated for receipt of Bids upon written request.
- Withdrawn Bids may be resubmitted up to the time designed for the receipt of Bids.

ARTICLE 5 - CONTRACT TERMS AND CONDITIONS

- All Bids must comply with the provisions of the Procurement Policy of the SHA, Mass. General Laws c.30B, c149 §A-J, 149 §§26 to 27H inclusive, 24 CFR 85.36 and applicable HUD procurement regulations. Awarded contract must be approved by the Springfield Housing Authority Board of Commissioners prior to contract execution.
- AWARD - means the determination and selection of the lowest, responsive and responsible Bidder by the Springfield Housing Authority. SHA intends to award the Contract to the lowest responsive and responsible Bidder within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of bids, unless an alternate time period is specifically noted in the Invitation to Bid.
- WARRANTIES – Bidder warrants that its services/products (as applicable) will perform in a good and workmanlike manner. Bidder shall re-perform or replace, at its own expense, any work or product(s) not in compliance with this warranty brought to its attention within a reasonable time (not to exceed thirty (30) days), after that work is performed or product is delivered.
- INDEMNIFICATION - Bidder shall indemnify and hold SHA, its directors, board members, and employees harmless from and against: (a) all claims, demands, losses, damages and judgments, including court costs and attorneys’ fees, arising out of or based upon any claim that the services provided hereunder, and (b) any breach by Bidder or any of its assigned employees of any provision of this Agreement.
- RESERVATION OF RIGHTS - SHA reserves the right to reject any and all bids or parts therein, to waive any technical or informal defects therein, and to award the Bid to other than the lowest bidder(s), according to its judgment of its best interest. The SHA reserves the right to reject any Bid if it is determined that such Bid does not represent the Bid of a person or company competent to perform the

work as specified, or that less than three such bids were received and that the price is not reasonable for acceptance without further competition.

- The term "LOWEST RESPONSIVE AND RESPONSIBLE BIDDER" shall mean the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in the specifications. In case of error in the total extension price the unit price shall govern. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- NO GUARANTY - The information provided in this IFB and any other information provided by SHA are for estimation purposes only. Such data is provided to assist in the preparation of pricing and shall not be construed as a guarantee of volume. The SHA will not be liable for any cost incurred by the bidders prior to the issuance of a contract award. Bidders should ensure that all costs are included in each bid.
- Bidders response to this IFB may be modified only by written and sealed communication with the SHA to the contact person named in Article 2 Requests for Interpretation. Any such written and sealed communication must be received by the SHA before the deadline for bid submission.
- Bids submitted in response to this IFB may be withdrawn only by communicating the intent to withdraw a bid in a written and sealed communication to the SHA before the deadline for bid submission.
- By submission of a bid, in the event the bidders bid is accepted, the bidder agrees to enter into a contract with the SHA that incorporates all of the requirements of this IFB. The bidder further accepts all of the terms and conditions of this IFB.
- Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
 - a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - b) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA that the late receipt was due solely to mishandling by the HA after receipt at the HA; or
 - c) Was sent by US Postal Service Express mail next day service – Post Office to Addressee, not later than 5 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and observed holidays.
- WAIVER - Issuance of this IFB does not obligate SHA to procure products or services proposed. SHA will not be liable under any circumstances for reimbursing any bidder for any cost incurred in the preparation of the requested information, even if SHA withdraws this IFB without awarding a contract to any bidder. By submitting a Bid, each bidder waives the right to bring an action against SHA, its directors, board members, and employees for damages based on or arising out of this IFB, the bidding process or the award of any contract based thereon.
- AMENDMENTS - SHA reserves the right to issue addenda to this IFB. If it becomes necessary to revise any part of this IFB, addenda will be provided in writing to all prospective bidders who have requested a copy of this IFB. The addenda shall be deemed a part of this IFB and will supersede the original IFB requirements and standards. The SHA must receive acknowledgement of any amendments by the date and time specified within the IFB documents at the address listed in Article 2. Bids which fail to acknowledge the bidders receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the SHA requirements.

- EXCEPTIONS TO IFB - Any exceptions to this IFB should be identified and the reasons for the exceptions should be explained under separate cover. If there are material objections to any of the terms and conditions, the Bidder must identify and explain them and propose alternate language.
- FIRM BID - All bids submitted in response to this IFB, plus any other related materials including product samples submitted by bidders, will become the property of the SHA and will not be returned to bidders. Any Bid submitted must be a firm Bid for a period of forty-five (45) days from submission. The Bid(s) shall be firm and not contingent upon uncertain events, which will not have occurred until after an agreement is in place.
- It is understood and agreed that should any price reductions occur between the receipt of bids and delivery of any services, the benefit of all such reductions will be extended to the SHA.
- The Contract Agreement will be in the form customarily employed by the SHA and is on file in the Purchasing Department at 117 Sanderson Street (rear), Springfield, MA 01107.

1.01 General Scope of Services & Contractor Qualifications

- A.** This Invitation for Bid (IFB) is intended to invite sealed bids from licensed and experienced Data Wiring Contractors to provide data cabling & wiring services. Multiple vendor awards will not be made. The SHA will award the contract to the responsive and responsible bidder(s) offering the lowest total “aggregate price” for materials and labor. In the SHA’s sole discretion it may determine that no contract award shall be made.
- B.** This location will have various things running on the network including: Voice, Network Data and Video. Due to this high volume of traffic the SHA requires the Contractor to perform the work to BICSI standards. The Contractor **must** have an RCDD (BICSI Registered Communications Distribution Designer on staff or as a consultant engaged for the duration of the project. Proof of an active RCDD credential is required. The RCDD on staff or as a consultant will be responsible for overseeing and signing off on design, implementation and testing.
- C.** All installation materials furnished and installed by the Contractor shall be fully guaranteed against defects in materials and workmanship for a minimum period of one (1) year after final acceptance by the SHA. Defective items must be replaced free of charge.
- D.** In the event SHA becomes dissatisfied with the performance of any of the contractor's employees assigned to perform any services, contractor agrees to assign qualified substitute personnel upon request from SHA. SHA shall not be billed for incomplete work performed by contractors employee it deems as dissatisfied.
- E.** The wiring is for the 3rd and 4th floors which are currently unfinished spaces. The dimensions of each floor are 58’ wide and 101’ long.
- F.** The Contractor will be responsible for running conduit and CAT6 to multiple locations on each floor.
- G.** Stubs for conduit will be provided by the SHA. Fiber will need to run in order to connect the 3rd and 4th floors. The Contractor will be responsible for coring the floor in order to run the fiber between floors. Two Category 6 Cables will also need to be run to the roof in order to connect a Wireless dish.
- H.** Cat6 Work:
Install 60 two port data stations cabling, jacks and plates (these 60 data stations will be between two (2) floors)
Install 15 single port CAT6 data lines for connecting things like DMARK to server room, POTS lines for alarm panels, WAPs etc. (these 15 data lines will be between two (2) floors)

Install 4 CAT6 wires for future Camera system in 4 ceiling corners of 3rd floor with several feet of additional slack
Penetrate and Install 2 CAT6 wires in the 2nd floor roof to the Congress Street side of the building. Cables are run to the corners.
Install CAT6 wire from 4th floor down to 1st floor lobby
Install CAT6 wire in 3rd and 4th floor lobbies.

Install conduit for wire management. Studs will be provided

Patch Panels and Cabinets for wiring to terminate back for the 3rd and 4th floors. Cabinet needs to be able to be locked and can house a 48 port existing SHA switch.

Install 2 CAT6 Data for wireless AP on roof (Contractor may be required to penetrate roof)

I. Fiber Work:

Core floor in order to run fiber between floors

Run, terminate and test MM fiber

Provide cabinets for fiber.

SHA will provide switch with Fiber interface.

Fiber run path must also be able to accommodate Alarm & Keyless entry wires which will be run by a different future specified vendor

- J. Contract **MUST** provide a current copy of its BICSI RCDD credentials for the employer or consultant assigned to this project. Failure to provide the required documents will result in rejection of bid for contract award consideration.

Pricing Sheet for Data Cabling & Wiring Services
Bidders must use this pricing sheet only

TO THE AWARDING AUTHORITY:

The undersigned proposes to furnish all materials, labor, installation, and testing required for the Springfield Housing Authority, in accordance with the contract documents supplied by the Springfield Housing Authority for the contract price specified below.

Materials for this project should be the same or equal to the following vendors:
Mohawk, Hitachi, Panduit, Hubbell, Corning, Siemens and Superior Essex.

The undersigned will be using materials from _____.
(name of vendor)

The proposed "all inclusive" contract price to furnish all required materials, labor, installation, and testing for data cabling & wiring services is:

_____ dollars (\$_____).
(Words) (Numbers)

The undersigned hereby certifies that they are able to furnish all items for which a Bid has been submitted, and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c30B.

- E.** The undersigned further certifies under the penalties of perjury that this Bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

- F.** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential address if different from business address.

Name of Bidder

By: _____
Signature & Title of person signing Bid

Business Address

Date: _____

City, State, Zip

**SPRINGFIELD HOUSING AUTHORITY
NON-COLLUSION AFFIDAVIT**

KNOW ALL MEN BY THESE PRESENT, THAT I

(name of affiant)

on oath depose and say:

That I am an owner or officer of the company filing the proposal with the Springfield Housing Authority and with which this affidavit is being submitted;

That such proposal or bid is genuine and not collusive or sham;

That said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Springfield Housing Authority or any person interested in the proposed contract; and

That all statements in said proposal or bid are true.

The undersigned certifies under penalties of perjury that this proposal is in all respects bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(signature of Affiant)

(Title with company)

THE COMMONWEALTH OF MASSACHUSETTS

(date)

Personally appeared before me the above-named affiant and made oath that the foregoing subscribed by him is true.

(Notary Public)

My Commission Expires _____

SPRINGFIELD HOUSING AUTHORITY

CERTIFICATE OF CORPORATION CLERK

(For Use when Proposer is a Corporation)

The undersigned Clerk of _____ a corporation, duly organized and existing under the laws of the State _____, hereby certifies that the following are true and correct copies of votes duly adopted by the Board of Directors of said corporation at a meeting thereof held _____ at which meeting a quorum of said Board was presented and voted in favor of said votes.

VOTED: That _____ in his capacity as _____ of this corporation be authorized, and he is hereby so authorized, to prepare and execute a proposal to the Springfield Housing Authority in response to its Invitation for Bid for data cabling & wiring services.

VOTED: That he be further authorized, and he is hereby so authorized, to execute and deliver the contract documents for such work upon such terms and conditions as he shall decide;

VOTED: Further, that his signatures on said documents shall constitute conclusive evidence that they have been authorized by this vote.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said

_____ (Name of Corporation)

this _____ day of _____, 2013.

Corporate Clerk

REVENUE ENFORCEMENT AND PROTECTION CERTIFICATE (REAP)

(GENERAL BID)

Pursuant to Massachusetts General Laws/Chapter 62 (c), section 49 (a),

I, _____

as _____

of _____

hereby certify under penalties of perjury that to the best of my knowledge and belief

_____ has complied with any and all applicable state tax laws.

Name of Corporation or Company _____

Title of Person Signing _____

Signature _____

Date _____

Affix Seal If Corporation

FORM OF REAP

1 of 1