



Network & Communications Cabling

Sealed Bid #2014-005

Town of Salem, NH May 2014

SALEM PURCHASING DEPARTMENT
Julie Adams, Purchasing Agent
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Keith R. Hickey, Town Manager
Prepared for and in coordination with the
Information Technology Contractor

COMPETITIVE SEALED BIDS FOR

Network & Communications Cabling

Sealed Bid #2014-005

It is the intent of the Town of Salem, New Hampshire to engage the services of a qualified firm to provide the town with the following product(s) or services to be purchased: **Network & Communications Cabling**. The **MANDATORY** walk through will be Wednesday, May 28th, 2014 at 10:00am, in the Knightly Meeting Room located in the lower level of Salem Town Hall. All interested bidders in attendance must arrive early to sign-in and provide follow-up contact information in order to participate in this walk through.

Sealed bids must contain (1) one original **and** (1) one copy, and be received no later than Wednesday, June 11th, 2014 before 11:00am, in order to be eligible for consideration by the town. Each bid must be submitted in a sealed envelope that is clearly marked: **Sealed Bid #2014-005 Network & Communications Cabling, Attention: Julie Adams, Purchasing Agent**, and delivered to the **Building Department, upstairs**, at the following address:

Salem Town Hall
33 Geremonty Drive
Salem NH 03079

Upon receipt, all sealed bids and correspondence relating to this ITB, shall be date and time stamped. All sealed bids received will be considered confidential and not available for public review until after the bid opening on June 11th, 2014 at 11:00am. Late bids will not be considered.

Please visit our website to download a copy of Sealed Bid #2014-005 and all required bid specifications and details at www.townofsalem.org (Finance-Purchasing/bids-proposals). Copies will not be faxed or emailed. Qualified Firms requiring additional information or clarification relative to the contents of the bid, may contact Donald Bohnwagner, IT Contractor for the Town of Salem, NH at 603-890-2065 during regular business hours.

The Town reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid /proposal considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid/proposal as non-responsive subject for disqualification.

Section 1: Scope of Services

The selected Contractor will be required to provide voice grade Category 6 or better data cabling distribution to support voice and data communications in the Town Hall building. The Contractor shall design and install a complete “end-to-end” certified system for transmission of voice, data and video signals. The system shall be designed, installed, and tested to the proposed Category 6 specifications, certified to a 1000 MB speed to the desktop.

A typical station location consists of universal cable runs and termination jacks for at least one (1) voice capable of supporting either digital or VOIP communications devices and three (3) data outlets, terminating to RJ45 jacks. The building schematics for proposed cable installations are included in Appendix A of this SEALED BID. The entirety of the services is to include data/voice cabling, racks, patch panels, jacks, patch cords, and all wire mold or conduit as needed. All cabling installations will be considered new installations unless the Contractor install in the same drop location without disturbing the existing technological functionality of the Town of Salem’s staff. Installation plans shall be specified in the bid response. All cabling will be self-supported and conform to building codes, racks conduit and wire mold. The town looks to the Contractor to propose the most efficient and cost effective options.

Each Contractor responding to this SEALED BID represents that (i) this document has been read and fully understood, (ii) it has reviewed the drawings, (iii) it has visited the proposed sites and has included in its bid all appropriate labor, material, and cost provisions to account for site conditions, and (iv) that the bid submitted is based upon a full understanding of the requirements and specifications described in this SEALED BID.

• Technical Requirements:

- o The server room will be the central point for all data\voice terminations to rack-mounted patch panels.
- o All cabling is to be plenum.
- o All jacks to be Cat 6.
- o All racks to be 6' with wire management.
- o Racks will include space and available termination points for at least 20% future cable drops.

- o All terminating backboards, patch panels, connecting cable, patch cords, wire management rings and trays, ladder racks labeling, racks, and any and all other hardware necessary will be provided by the Contractor.
- o Patch panels are populated and include patch cables.
- o The Contractor shall be responsible for printed labels for all cables, cords, distribution frames, outlet locations, and patch panels according to the Town of Salem, NH at the time of delivery. No labels will be written by hand. Machine labeling shall be used on all equipment and products.
- o The Contractor shall not place any distribution cabling alongside power lines, or share the same conduit, channel or sleeve with electrical apparatus. No cabling will be permitted to be lain on ceiling or black iron. All cabling is to have an independent support system.
- o The Contractor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities.
- o The Contractor must supply the Town of Salem, NH with specification sheets for all cable and equipment to be installed prior to commencement of work.

• **General Requirements:**

- o The Contractor acknowledges that the Town of Salem, NH will rely on the Contractor's ability, expertise and knowledge.
- o The Contractor shall be obligated to exercise the highest standard of care in performing its obligation.
- o The Contractor will direct its personnel to respect and abide by the authority of the Town of Salem, NH and/or its consultants on all matters related to the Contractors operation at the site, including but not limited to use of site resources or utilities, safety issues, cleanliness and trash removal, and site security.
- o The Contractor must be appropriately licensed or registered with governmental entities. All materials and installation will be in compliance with local codes, including the National Electrical Code 2011 (2011 NEC).
- o The Contractor will be required to obtain necessary permits for the work, fees will be waived.
- o Installation of all equipment, devices, spliced, terminations, cables, outlets, etc. shall comply with manufacturer's recommendations.

- o The Contractor shall make no penetration of floors, walls, ceilings, or any part of the building structure such as beams, girders, concrete, or partitions without the prior consent of the Town of Salem, NH and/or its consultants. Where penetrations through acoustical walls, fire rated walls or other walls for cableways are required, the Contractor shall properly seal penetration in compliance with applicable codes.

Installation of hangers, etc. drilled or shot into cement slab or block will be scheduled with the Town of Salem, NH and be completed as building rules allow. This type of work is to be handled in such a way as to minimize interference with daily operations and with minimal impact to the work environment.

- o The Contractor shall provide any necessary screws, anchors, clamps, tie wraps, distribution rings, wire, miscellaneous grounding and support hardware, etc. necessary to facilitate the installation of this project.
- o It shall be the responsibility of the Contractor to furnish any special installation equipment or tools necessary to properly complete this project.
- o All cable must be concealed in ceilings or walls wherever possible. When such concealment is not possible, cable must be within raceway/molding.
- o Installation equipment, materials, and product will ONLY be allowed to be kept in specified areas. Hallways, office areas lobbies etc. are not suitable for storage and the Town of Salem, NH will NOT be held liable for missing or stolen equipment.
- o In areas where ceiling tiles are removed for cable pulling, or ceiling tiles are damaged as a result of cable pulling, the Contractor shall replace tiles with like tiles.
- o All boxes, equipment and cable shall be firmly secured in place. Boxes, jacks and blocks shall be plumb and square. Consideration will be given for overall aesthetic factors.
- o The Contractor is responsible for repair of damage to the building due to carelessness of their workmen, and exercise reasonable care to avoid any damage to property. The Contractor must report to the Town of Salem, NH any damage to the building that may exist or may occur during the occupancy of the quarters.

• **Testing Requirements:**

- o Inspection of the installed systems shall be made by the staff of Salem's Information Technology Department.
- o The Contractor will provide the Information Technology Director with written report of testing results which will include all performance and quality data along with a wiring schematic and map.

Section 2: Pre-bid Conference

A mandatory pre-bid conference will be held at the Salem, NH Town Hall, 33 Geremonty Drive, Salem, New Hampshire, on Wednesday, May 28th, 2014 at 10:00am.

Representatives of the town will be present to discuss the project. The town will transmit to all prospective Bidders on record such Addenda, as town considers necessary, in response to questions arising at the conference. Oral statements made at the pre-bid conference may not be relied upon and will not be binding or legally effective.

Section 3: Content of Bid

The sealed bid shall follow the sections identified below and contain the information required in the sections where the information is requested. The lack of information in the required section cannot be addressed by providing additional information in other sections. If the information is not found in the appropriate section it will be considered as missing and therefore non-responsive. This format is designed to provide all Contractors with a format to provide both basic and enhanced information. Reviewing the entire SEALED BID prior to completing this section is strongly advised. For the purpose of this SEALED BID, Contractor is defined as: persons, firm, corporation, business or any other entity filing a sealed bid as the principal contractor who shall be solely responsible for all deliverables, coordination, and assurances.

All material submitted by Contractors becomes the irrevocable and sole property of the Town of Salem, NH unless otherwise specified in this SEALED BID. The Town shall be under no obligation to return any sealed bids or material submitted by a Contractor in response to this SEALED BID unless specified in this SEALED BID. The bids shall remain confidential until completion of the evaluation of all sealed bids. However, the Town of Salem cannot assure the confidentiality of any materials or information, which may be submitted by a Contractor in response to this SEALED BID. Thus, Contractors who choose to submit confidential information do so at their own risk. No costs or expenses incurred by the Contractors in responding to this SEALED BID or in particular in this competitive procurement will be borne by the Town.

The content shall be itemized and include any and all equipment and labor required for the installation of network cabling as outlined in this SEALED BID. The sealed bid shall include a section with specific details, equipment specifications, labor and associates cost outlined for the Town Hall and the optional old cable removal after equipment connection to new cabling has been completed.

The Town reserves the right to reject any or all sealed bids and/or to limit the award to a portion based on the availability of funds and/or as deemed in the best interest of the Town. Each Contractor must furnish all requested information in the formats specified by this SEALED BID. Promotional materials and other documents are not wanted and will not be considered as meeting any of the requirements of this SEALED BID, unless they answer questions related to the below sections and or are otherwise allowed in this SEALED BID. To enable the Town to perform a fair comparative analysis and evaluation of all sealed bids, it is desired that a uniform format be employed in structuring each SEALED BID. The Contractor's degree of compliance with the requirement of this SEALED BID and their clarity in the SEALED BID will be a significant factor in the subsequent evaluation of the SEALED BID.

Section 4: Sealed Bid Format

- **Letter of Transmittal:** Each must include a letter of transmittal containing the signature of a representative authorized to enter into contracts for the prime contractor. Beyond this, the Contractor can provide any information desired in the letter. The transmittal letter should not exceed two pages in length.
- **Knowledge and Experience:** Provide a description of the firm's knowledge and experience in the computer equipment industry. Highlight your company's experience to provide the highest quality and effective product and reliable service and support. The Contractor has been successful in the business of providing products as described herein for a period of not less than five years. The Contractor must include specific brand certifications.
- **Contractor Specifications Information:** Contractors must additionally attach specification sheets for each type of equipment in the bid outlining the details of what is included at each location.
- **Reference List:** List all projects from separate municipalities and businesses where equipment similar to this sealed bid was provided. Cite municipality/business, contact, address, project costs, project status, role of firm if not principal Contractor, and a brief description of the project. A minimum of three references for projects of similar type and scope within the last year that the Town may contact is required.
- **Marketing Materials:** The Contractor may attach in an Appendix, any supplemental marketing or other materials. However such materials shall not be used to answer the above questions nor shall they contain price quotations. They shall be for the purpose of providing further product information and business clarity.

- **Cost Proposal Submittal Forms:** Include the completed Cost Proposal Submittal Forms as provided on pages 14-17 herein. This should accompany the full cost proposal detail and the total shall include all associated costs of installation.

Section 5: Sealed Bid Delivery

SEALED BIDS must be clearly labeled and formatted according to the instructions of this SEALED BID. The marked original and one (1) duplicate must be submitted in a sealed package, and must be delivered as specified on page two of this SEALED BID.

Delivery will be at the Contractor's expense. Any and all damages that may occur due to packing or shipping will be the sole responsibility of the Contractor. Late submissions including those mailed or delivered to the wrong address will be rejected. Postmark does not count for being delivered within the due date and time.

Section 6: CONTRACTOR Limitations

The Contractor should include any latitudes, prohibitions or limitations placed on the services presented in the Contractor's SEALED BID. If some services or personnel cannot be provided as specified in the SEALED BID, this should be stated. The objective is to clarify all service options and personnel.

- **Assignment Rights:** To meet the requirements of the Scope of Work the Town reserves the right to use the Technical and other services of other Contractors, unless specifically limited by the Contractor in the response.
- **Negotiation Rights:** The Town reserves the right to negotiate with Contractors regarding variation to the original SEALED BID and Contractor, to include cost, which may be in the best interest of the Town.
- **Town Rights:** The Town reserves the right to waive any item, which is in the opinion of the Town, an informality. The Town has the right to accept or reject any or all SEALED BIDS in whole or in part if it is deemed to be in the public interest to do so.

Section 7: SEALED BID Evaluations

The selection of a Contractor shall be based on extensive evaluation of contractor references, qualifications, experience, suitability of materials, services proposed, bid requirements being met and followed, and costs submitted in SEALED BIDS from all participating bidders

Procurement will follow with a Notice of Award to the Contractor selected, followed by a Notice to Proceed and Purchase Order. Final payment is contingent on signed acceptance of services from the Town of Salem, NH.

Rejection of Sealed Bids

The Town reserves the right to reject any and all proposals received in response to the SEALED BID. A Contractor's sealed bid may be rejected if the Contractor:

- Fails to adhere to one or more of the provisions established in the SEALED BID.
- Fails to submit its SEALED BID at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum specifications specified in this SEALED BID.
- Fails to submit its SEALED BID to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its SEALED BID or fails to provide material information.
- Fails to submit its cost in the format specified in this SEALED BID.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the Town.

Clarification of Sealed Bids

The Contractor of any SEALED BID that the Town determines susceptible to being selected may be required to discuss or clarify its SEALED BID or demonstrate its applications with the Town any time during the process.

Open Procurement

- The Town reserves the right to accept any item or group of items proposed in any response, unless the Contractor qualifies the offer by specific limitation. If some items cannot be purchased in greater quantity or independently of others than specifically provided for in the SEALED BID this should be stated.
- The Town reserves the right to purchase more or less of each item or service at the unit price offered in the Contractor's response unless otherwise stated.
- The Town reserves the right to attach hardware of other Contractors to the system, unless specifically limited by the Contractor in the SEALED BID.
- The Town reserves the right to negotiate with Contractors regarding variations to the original SEALED BID, to include cost, which may be in the best interest of the Town.
- The Town reserves the right to accept or reject any or all SEALED BIDs in whole or in part.

Section 8: Responsibilities of the CONTRACTOR

- Prime Contractor: The successful Contractor will be considered as the prime contractor for those services indicated in their SEALED BID and will be required to assume total responsibility for the services offered in this SEALED BID whether or not the firm is the firm delivering all of the services. The Town of Salem, NH will consider the successful Contractor to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated. Prior to final selection, Contractors may be required to submit any additional information, which the Town may deem necessary to determine the Contractor's qualifications to respond to the SEALED BID. Should any of the information requested by the Town be considered by the Contractor to be confidential it should be so stated. The Town will attempt to treat any information submitted by the Contractor as confidential if requested to do so; however, the Town cannot ensure such confidentiality.
- Firm Price: Prices offered by the Contractor will be firm and not subject to increase during the term of any contractual agreement arising between the Town of Salem, NH and the successful Contractor as a result of this SEALED BID. Changes in product specifications to increase the technological ability and capacity may occur with the approval of the Town.
- No Assignment: Assignment by the successful Contractor to any third party of any contract based on the SEALED BID or any monies due shall be absolutely prohibited and will not be recognized by the Town of Salem, NH unless approved in advance by the Town in writing.

- Statement of Time: Time when stated, as a number of days, shall include Sundays through Saturdays.
- Guarantees and Warranty: All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.
- Defaulting on the Bid: If during the contract period, the successful Contractor fails to supply the Town of Salem, NH with the products/service(s), the Town of Salem, NH, will purchase these products/service(s) on the open market and the Contractor will compensate the Town of Salem, NH with the difference between the bid price and the price incurred on the open market.
- The Contractor shall take all necessary precautions to protect existing structures, and equipment from damage due to the associated installation and labor. The Contractor shall repair all items damaged during the project at no additional cost to the Town.
- The Contractor shall comply with all local, state, and federal regulations as they pertain to the associated project.
- The successful Contractor must provide a certificate of insurance prior to award showing general liability insurance and a standard workmen's compensation policy. A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

Commercial General Liability	\$ 1,000,000.00
Workmen's Compensation & Employers Liability	\$ 500,000.00 per accident

- The Contractor shall maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project. Contractor shall require any subcontractor providing on-site work to carry insurance coverage's in a form and amount consistent with the insurance requirements specified. If an authorized subcontractor is used, the primary Contractor must show the subcontractor as additionally insured.
- The contractor shall purchase and maintain insurance in the amounts and types shown below for the protection from claims caused by the Contractor's personnel or work, or by any subcontractor performing work for the Contractor.
- Insurance shall not be for amounts less than those required by law.

Section 9: General Information

Non-Discrimination in Employment and Affirmative Action

- The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical/mental handicap. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
- If a complaint or claim alleging violation by the Contractor of such statutes, rules, or regulations is presented, the Contractor agrees to cooperate in the investigation and disposition of complaint or claim.
- In the event of the Contractor's non-compliance with the provisions in this section, the Town of Salem, NH shall impose such sanctions as it deems appropriate, including but not limited to the following:
 - a. Withholding of payments due the Contractor until the Contractor complies, and,
 - b. Termination or suspension of any contract or agreement pursuant to this SEALED BID.

Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Availability of Funds

If the Town should not, for any reason at any time, appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the computer system/services procured pursuant to this SEALED BID, the Town may unilaterally terminate upon seven (7) days written notice to the successful Contractor, any and all contractual or other obligations without penalty.

The Town will make every effort to give timely notice of any termination due to unavailability of funds. However, the failure to give notice will not legally preclude the Town from claiming termination.

System Responsibility

Notwithstanding the details presented in this SEALED BID, it is the responsibility of the Contractor to verify the completeness of the materials lists and suitability of devices to meet the intent of the specification. Any additional equipment or software required after installation, even if not specifically mentioned herein, shall be provided by the Contractor without claim for additional payment, it being understood that a complete and functional system is required. The successful Contractor shall be obligated to provide a system which meets all guarantees in the SEALED BID for the price contained herein.

Confidentiality

The New Hampshire State statutes regarding the public right to know applies to the SEALED BIDs, except for financial information regarding the Contractor, which shall be returned to the Contractor upon award.

Rights to Submitted Material

All SEALED BID, response inquiries, or correspondence relating to or in reference to this SEALED BID, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Contractor shall become the property of the Town when received.

Section 10: Cost Proposal

Cost Proposal Form: The Contractor shall use the Cost Proposal Form. All instructions for the Cost Proposal are on the form. Contractors should quote all costs associated with the services outlined in the Scope of Services herein and the SEALED BID submitted by the Contractor. All costs shall provide line item detail and be grouped per building location as identified in the project. All costs associated with the project must be identified in the cost proposal. Each Contractor shall provide a full list of product specifications for each type of equipment being proposed.

Cost Proposal Form

**Town of Salem, NH
33 Geremonty Drive
Salem NH 03079
(603) 890-2090; Fax (6030 890-2091**

THIS SHEET MUST BE RETURNED WITH BID

It is the intent of the Town of Salem, NH to purchase the following product(s). The quantities are estimates only. The obligations incurred by the acceptance of any bid are limited to the purchase of the Town's actual requirements.

The below signature shall certify that the CONTRACTOR understands the requirements of SEALED BID #2014-005 and agrees to provide the required equipment and services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved.

The fee for providing the required equipment and services is:

(Attach Titled and Signed additional detail sheets as necessary.)

Installation Location: Town Hall

Labor \$_____

Materials \$_____

_____ \$_____

_____ \$_____

_____ \$_____

_____ \$_____

_____ \$_____

_____ \$_____

_____ \$_____

TOTAL \$_____

Options/Comments: _____

Estimated Date of Delivery: _____

Price Firm Until: _____

Date: _____

Business Name: _____

Business Address: _____

Business Phone: _____ Fax _____

Business Type: _____ (Individual,
Partnership, Corporation etc.)

Name/Title of Person Authorized to sign proposals

Signature of Above Person

Cost Proposal Form

**Town of Salem, NH
33 Geremonty Drive
Salem NH 03079
(603) 890-2090; Fax (603) 890-2091**

THIS SHEET MUST BE RETURNED WITH BID

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(Attach Titled and Signed additional detail sheets as necessary.)

Installation Location: Town Hall Cable Removal (optional)

Labor \$_____

Materials \$_____

_____ \$_____

_____ \$_____

_____ \$_____

_____ \$_____

_____ \$_____

_____ \$_____

TOTAL \$_____

Options/Comments: _____

Estimated Date of Delivery: _____

Price Firm Until: _____

Date: _____

Business Name: _____

Business Address: _____

Business Phone: _____ Fax _____

Business Type: _____ (Individual,
Partnership, Corporation etc.)

Name/Title of Person Authorized to sign proposals

Signature of Above Person

Appendix A

All measurements are approximate

