

TAUNTON HOUSING AUTHORITY

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EQUAL HOUSING
OPPORTUNITY

COMMISSIONERS

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EXECUTIVE DIRECTOR
COLLEEN M. DOHERTY

January 30, 2012

Re: Invitation for Bids
Inspection, Testing, and Repair of Fire Protection Systems

Dear Vendor:

The Taunton Housing Authority is requesting proposals for the Inspection, Testing, and Repair of its Fire Protection Systems. The term of the contract is for a period of one (1) year with the option, at the THA's discretion, of two (2) additional one-year option periods, for a maximum total of three (3) years.

If you are interested in submitting a proposal, please review the enclosed documents that include this Invitation for Bids (IFB), the Bid Pricing Sheet(s), and the sample Contract. Completed Bid Pricing Sheet(s) must be submitted with your proposal.

SERVICE LOCATIONS: Service is to be provided at the following locations in Taunton, MA:

Taunton Housing Authority	97 Kilmer Avenue	Maintenance Facility	1 Building
Fitzsimmons Arms	30 Olney Street	103 Public Housing Units	1 Building
Riverside Apartments	Paul Bunker Drive	102 Public Housing Units	18 Buildings
Heritage House	17-19 Fayette Place	6 Public Housing Units	1 Building

SCOPE: The Contractor will provide all Labor, Materials, Tools, Equipment, Supervision, and other incidentals to provide thorough inspection, testing, and repair of the sprinkler systems and stationary fire pumps at four (4) Taunton Housing Authority facilities located in Taunton, MA. This will include, but is not limited to, sprinkler riser, tamper switch, flow switches, piping and connections, and sprinkler heads in all locations. All work will be conducted in accordance with the appropriate NFPA (National Fire Protection Association) code and standards governing the equipment to be worked upon. Inspection and testing services will take place *as often* as recommended in accordance with NFPA code and Massachusetts State Law.

The Contractor shall generate and provide an Inspection and Testing Schedule detailing the proposed testing and inspections to be performed over the term of this IFB, in accordance with NFPA code and Massachusetts State Law, with the vendor's bid response.

OBJECTIVES:

- Insure the four (4) Taunton Housing Authority Facilities listed are functioning in accordance with current and appropriate NFPA (National Fire Protection Association) codes and standards, Massachusetts State Building Code, and Massachusetts State Fire Marshals codes.
- Insure Life Safety equipment is working as designed to protect the well being of the occupants of the buildings.

CONTRACTOR QUALIFICATIONS:

Experience: The Contractor shall possess at least two (2) years experience working in inspection, testing, and repair of sprinkler system equipment and stationary fire pumps, and provide proof of all necessary licenses and certifications required to perform the work specified in this IFB along with the vendor's bid response.

Personnel conducting the work on behalf of the vendor must hold all necessary licenses and certifications as required by the Massachusetts Department of Public Safety. Upon request, the Contractor shall submit a hard copy of each employee's current licenses and certificates to the Authority.

Bidding Contractor must comply with all requirements set forth by NFPA codes and standards, as well as the Massachusetts State Code for inspection, testing, and repair of sprinkler systems and stationary fire pumps.

The Contractor shall submit with the proposal a statement signed by a company officer listing the following information:

- A record of any citation issued by Federal, State, or Local Regulatory Authorities relating to Inspection, Testing, and/or Repair Services;
- A statement that explains any litigation or arbitration proceedings related to the contractor/personnel's performance of a contract for inspection, testing, and/or repair services;
- A Statement as to whether any procurement laws in the State of Massachusetts would affect the potential award of a contract to the contractor for this project;

SITE VISIT:

Vendor shall be responsible for surveying each location to determine the type and quantity of devices installed. All vendors should attend the site visit on February 10, 2012, 9:00 a.m., starting from the THA Maintenance Department (lobby), 97 Kilmer Avenue, Taunton, MA. Vendors are expected to call John Massey, Superintendent of Maintenance, at 508-824-0942, for an appointment to attend this site visit in order to view the facilities and equipment.

PREVENTIVE MAINTENANCE:

The vendor shall analyze equipment on an ongoing basis to detect potential failures. If corrective action is required, the vendor shall notify the Taunton Housing Authority immediately.

INSURANCE REQUIREMENT: A certificate of insurance must be included with the vendor's bid response that meets or exceeds the following levels of insurance:

Worker's Compensation:

- Worker's Compensation: Coverage A
- Employer's liability: Coverage B up to \$500,000 each accident

Contractor's Commercial General Liability

- Bodily Injury & \$1,000,000. Each occurrence
- Property Damage \$1,000,000. General aggregate

Vehicle Liability

- Bodily Injury & \$2,000,000. Each person
- Property Damage \$500,000 each accident
- \$1,000,000 Combined Single Limit

This certificate of insurance must indicate that the Taunton Housing Authority will be notified at least thirty (30) days prior to the lapse, cancellation and/or change of this coverage.

TIME FRAME OF SERVICE VISITS: Testing and inspection will take place as often as is recommended in accordance with NFPA code and Massachusetts State Law. The contractor shall coordinate all visits with the Superintendent of Maintenance. The contractor shall perform inspections and testing between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday.

The Contractor will inform the agency of any repairs needed to comply with NFPA and state codes standards.

SAFETY AND HEALTH: The working environments are housing units and an operational maintenance facility, and all work must be conducted in accordance with all Taunton Housing Authority protocol for working within housing units and an operational facility. The Contractor shall observe all safety precautions throughout the performance of this contract.

REPORTING: The vendor shall report in writing, in a format acceptable to both the Taunton Housing Authority and the Taunton Fire Department, the results of any and all testing, inspections, and repairs of units, panels, equipment, components, etc. of Taunton Housing Authority sprinkler systems and stationary fire pumps to the Taunton Housing Authority, 30 Olney Street, Suite B, Taunton, MA 02780 and to the Taunton Fire Department no later than seven (7) days from completion of said work. Reports shall meet all Federal, State, and Local reporting requirements.

REFERENCES: All proposals shall be accompanied by at least three (3) professional references from businesses or government agencies that have comparable systems to those of the Taunton Housing Authority.

GENERAL PROVISIONS

1. The vendor shall provide any necessary components and labor for the testing, inspection, and repair of sprinkler systems and stationary fire pumps owned by the Taunton Housing Authority.
2. Taunton Housing Authority Contact: John Massey, 508-824-0942
3. The vendor shall provide written notice, **at least ten (10) business days in advance** of scheduled inspection and/or testing to the Taunton Housing Authority and the Taunton Fire Department. The vendor shall describe in detail what tasks the vendor will perform and where, on an hourly schedule, so residents can be notified.

4. The vendor is responsible to be familiar with and to conform to any local regulations as they pertain to this agreement as required by the authorities having jurisdiction over each site.
5. The Authority will not pay travel expenses/truck fees associated with the performance of services as outlined under this IFB.
6. Vendor shall be responsible for the cost of all permits and fees associated with testing, inspections, and repairs.
7. The testing and inspection services outlined in this IFB are not subject to the Prevailing Wage Law. However, for any work performed which falls outside of the area of testing and inspection services (i.e., repairs necessitating additions or alterations to the system), Prevailing Wages Rates may apply and the vendor shall pay its employees applicable Prevailing Wages established by the Commonwealth of Massachusetts Department of Labor (see attached Prevailing Wage Schedule). The vendor must provide copies of all certified payroll reports with each invoice.
8. The Taunton Housing Authority reserves the right to undertake whatever actions it deems necessary to correct a fault within the system which may jeopardize the safety of any resident or building, regardless of this IFB and the provisions and/or conditions herein stated.

PAYMENTS: The Taunton Housing Authority will not pay for inspection, testing, and/or repair services prospectively, only for services rendered. All payments will be made after the vendor's work is complete. The vendor is not to undertake any work on behalf of the Taunton Housing Authority until the vendor receives express authorization to do so from the Taunton Housing Authority.

PROPOSAL FORMAT: Please submit the documents/information requested in this IFB in the following order:

1. Proposed pricing - use Bid Pricing Sheet(s) enclosed
2. Inspection and Testing Schedule detailing the proposed testing and inspections to be performed over the initial one (1) year term of the Contract and, if applicable, optional years two and three.
3. Proof of all necessary licenses and certifications required to perform the work specified
4. Required HUD Forms.
5. Three professional references.
6. A record of any citation issued by Federal, State, or Local Regulatory Authorities relating to inspection, testing, and/or repair Services.
7. A statement that explains any litigation or arbitration proceedings related to the contractor/personnel's performance of a contract for inspection, testing, and/or repair services.
8. A statement as to whether any procurement laws in the State of Massachusetts would affect the potential award of a contract to the contractor for this project.

REQUIRED HUD FORMS: Each proposal shall contain a copy of the following HUD forms, which are included with the IFB and can also be downloaded from the THA website by going to:
<http://www.TauntonHousing.com>.

- Form HUD-5369-B Instructions to Offerors – Non Constructions
- Form HUD 5369-C Certifications and Representations of Offerors – Non-Construction Contract
- Form HUD 5370-C, Section I and Section II
- Standard Form LLL Disclosure of Lobbying Activities (if applicable)
- Form HUD 50070 Certification for a Drug-Free Workplace
- Form HUD 50071 Certification of Payments to Influence Federal Transactions
- 24 C.F.R. § 135.38, Section 3 Clause

TERM OF AGREEMENT:

The term of a service agreement will begin March 1, 2012 and end on February 28, 2013.

The THA anticipates that it will initially award a contract for the period of one (1) year with the option, at the THA's discretion, of two (2) additional one-year option periods, for a maximum total of three (3) years. A contract will initially be awarded for the one (1) year period commencing March 1, 2012 and ending February 28, 2013.

Award will be made to the responsive and responsible bidder offering the lowest total contract for **Year One**. The **Year One** proposed contract price must include all items for **Year One only**.

Additionally, bidders have the option of providing proposed contract prices for years two and three. The THA is seeking proposed contract prices for the purpose of securing annual options to renew the term of the contract after the initial contract term (**Year One**), in the form of **Alternate(s) No. 1 (Year Two) and No. 2 (Year Three)**.

Each listed Alternate year must include all costs associated with work as specified in these documents. The THA shall determine at its sole option whether it is in its best interest to exercise alternative annual Alternates. Bidders should be aware that Alternate prices for years two (2) and three (3) cannot be changed once the original contract has been awarded.

At the discretion of the THA, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding Prevailing Wage Rates for work to which Prevailing Wage Rates apply. For example, if, at the end of the first contract period the listed Prevailing Wage Rates increase 5% as compared with the listed rates on the date of contract execution, then the vendor will be entitled to a 5% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate. The vendor must notify the THA, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the THA.

TERMINATION: The Contract may be terminated at any time for the convenience of the Authority at the option of the Executive Director of the Authority by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for actual services rendered up to

the effective date of said termination in accordance with the rates of compensation specified in the Contract.

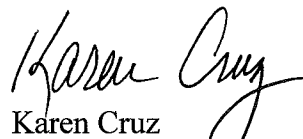
NONDISCRIMINATION CLAUSE: The vendor agrees, and shall require all sub-contractors, if any, to agree not to discriminate in connection with the performance of work under this contract in any way which is in violation of local, state and federal statutes and/or regulations.

COMPLIANCE: The vendor shall have sole responsibility for compliance with all NFPA, federal, state, and municipal codes and ordinances. The Taunton Housing Authority may enforce compliance with or the breach of any of the provisions of this IFB and the resulting service Contract by an action at law or equity in a court of appropriate jurisdiction or arbitration located within the State of Massachusetts.

SUBMISSION REQUIREMENTS: Proposals must be received by no later than 2:00 p.m. on February 24, 2012 at Taunton Housing Authority, 30 Olney Street, Suite B, Taunton, MA 02780. Proposals received after deadline date and time will be determined unacceptable and remain unopened. Proposals may be mailed or delivered by hand to the Taunton Housing Authority, 30 Olney Street, Suite B, Taunton, MA 02780. Proposals may be emailed to bids@tauntonhousing.com or faxed to 508-822-3460. All proposals must be clearly identified on the envelope or subject line as **“Proposal for Inspection, Testing, and Repair of Fire Protection Systems”**.

AWARD OF CONTRACT: The Taunton Housing Authority expects to award a firm price contract. The contract will be awarded to the responsible firm whose proposal is most advantageous to the Taunton Housing Authority, with price, qualifications and competence considered. The Taunton Housing Authority reserves the right to reject any and all proposals, in whole or in part, if it deems it to be in the Authority's best interest to do so.

Sincerely,



Karen Cruz
Operations & Procurement Manager