

**SECTION 3 - GENERAL BIDDING INFORMATION
FOR
CONSTRUCTION**

Rev. 042010, Express Request Doc. #1006

3.1 GENERAL:

A. The City reserves the right to require the successful firm to execute a contract in a format supplied by Corporation Counsel. Award of all or a portion of the requirement may be subject to approval by the Norwalk Common Council.

B. The City of Norwalk General Conditions For Construction and the Contract documents prepared by the City shall govern as the terms and conditions for this project.

1. A copy of the City of Norwalk General Conditions for Construction (022298) is available upon request. You may request a copy be mailed to you. Dial 203-854-7712 and request document 1008.

C. A certified or cashiers check or bid bond in the amount indicated in the **Invitation to Bid** must accompany your response. The certified or cashiers checks will be returned to all unsuccessful candidates upon the awarding of the contract. If your quotation is not accompanied by a bid bond or check at the bid opening the bid will be automatically rejected.

D. The successful firm will be required to furnish a performance bond and labor and materials bond acceptable to Corporation Counsel, each for the full contract amount, prior to execution of a contract and/or performance under Purchase Orders. Indicate the cost for these bonds, included in the lump sum bid(s) on the response form. **Note:** The requirement for a maintenance bond is not contingent on the dollar threshold for other bonds indicated in the invitation to bid. Please refer to Sections 3.17 and 109-15 for maintenance bond requirements.

For 3.1, C & D:

Surety Companies must be listed on the current Federal Register, licensed in the State of Connecticut and have an underwriting limitation exceeding the value of the project with no more than 5% of capitol in surplus tied to any one risk.

Banks must have a branch office in Connecticut with insurance provided by the FDIC.

E. The award of any contract is subject to the following conditions and contingencies:

- (1). The approval of such governmental agencies as may be required by law.
- (2). The appropriation of adequate funds by the proper agencies.
- (3). If the bidder is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

Note: If you are an out-of state business and the performance of your contract with the City requires that tangible personal property will be used or consumed in this state, you must comply with Connecticut General Statutes 12-430-7 a copy of which can be found at <http://www.cga.state.ct.us/2003/act/Pa/2003PA-00147-R00SB-01137-PA.htm>

Questions concerning this statute should be addressed to the Commissioner of Revenue Services for the State of Connecticut, Department of Revenue Services, 92 Farmington Avenue, Hartford CT 06115.

Registration by out-of state corporations with the Connecticut Secretary of State, 30 Trinity Street, Hartford CT 06106, telephone 860-509-6002, is required by law as a condition for doing business in the State of Connecticut.

F. Notice is hereby given to all bidders that as a municipality the City of Norwalk is subject to and bound to comply with the terms of the Freedom of Information Act. Consequently, please be informed that under the terms of the Act some or all of your submissions, including attachments, may be subject to disclosure to the public or press upon request. The FOI Act recognizes that certain documents are exempt from disclosure or may be held confidentially. However, these exemptions are considered exceptions to the general rule favoring disclosure and are generally narrowly construed. You should consult with legal counsel before making your submission if you have any questions about what submitted document may be disclosed. You are hereby requested to submit those documents to which an exemption is claimed under seal along with those non-exempt documents. These sealed documents shall initially be held in confidence but may be released to the extent required or allowed by law.

G. When work is required in which no specific payment item is listed in the Proposal Form, the cost of such work will be included in the unit prices bid.

3.2 QUALIFICATIONS OF CANDIDATES:

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for Award listed herein.

3.3 RECYCLING POLICY:

The City of Norwalk is committed to protecting the environment and managing solid waste. Where possible and practical the City will procure recycled and/or recyclable products. The City will consider alternate proposals which maximize the use of products which are produced from post consumer waste, which reduce waste or consumption, or that offer products with a salvage value.

The City requests that it's vendors eliminate all non-essential packaging that may be used in the delivery process.

3.4 OBLIGATIONS OF THE CANDIDATE:

At the time of the opening of proposals, each candidate will be presumed to be thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service.

3.5 LABOR RATES:

See sections 102.18 and 107.12 of the City of Norwalk General Conditions for Construction. NOTE: Prevailing Wage Rates apply when (1) the total cost of work performed on **new construction is \$400,000** or more; or (2) the total cost of all work in connection with an alteration, repair, remodeling, refinishing, refurbishing or **rehabilitation is \$100,000** or more.

3.6 SITE INSPECTION:

Information contained in these documents is provided with the understanding as outlined in section 102-06 of General Conditions for Construction. Candidates are required to conduct a thorough inspection or study of existing conditions/equipment.

3.7 INSURANCE REQUIREMENTS:

A certificate of insurance must be presented to the Corporation Counsel at the time of award and must name the City as an additional insured on the face of the document. In addition, please list the name and address of your insurance agent as part of the returned bid proposal. The City's Standard insurance requirements, if not listed within the bid documents are available on the Purchasing Department's website within the Terms and Conditions section, refer to document number 1007.

All policies must be written on a "per occurrence" basis. "Claims Made" Policies are not acceptable. The Contractor is responsible for the cost of maintaining such insurance throughout the duration of the project.

3.8 LIQUIDATED DAMAGES:

Liquidated damages as defined in Article 20 of the Norwalk General Conditions for Construction will be \$100.00 per day.

3.9 RETAINAGE:

The City will retain 5% of the total project cost until such time as a guarantee bond, satisfactory to the Corporation Council's office is posted with the City (sect. 109-15, Gen. Cond. for Construction) or other terms for retainage are specifically stated in the contract for this project.

3.10 ACCEPTABLE BRANDS:

The attached specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and is not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the contractor.

Final determination as to what is an "or equal" product will be made by the Purchasing Agent in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

3.11 HOW TO RESPOND:

Supply the required information on the response and prequalification form. An authorized agent of your organization must sign and date the response form and any supplementary proposal document.

If a prospective bidder needs clarification or interpretation of any items in the General Conditions, and/or Specifications, he/she must request such in writing, addressed to the Director of Purchasing at least fourteen calendar days prior to the bid opening. Responses shall also be in writing, and shall be distributed to all bidders. The City of Norwalk, or its agents shall not be responsible for any oral instructions or interpretations given to a bidder.

Return the response forms, bond (if required), and any informational literature (six copies) to the **City of Norwalk Purchasing Department, Room 103, 125 East Avenue, P.O.Box 5125, Norwalk, Ct. 06856-5125** using the return bid envelope (if provided in your bid package). Be sure to indicate the request number, name, and opening time on the face of the envelope otherwise we will not be able to insure the confidentiality of the bid.

Late bids – bid submissions delivered or received later than the date and time specified on the invitation to bid will not be considered and will be returned unopened. The bidder shall assume full responsibility for the timely delivery of their submission at the location designated for the receipt of the submissions.

Failure to follow these guidelines may be just cause for rejection of the bid.

3.12 CRITERIA FOR AWARD:

This Request for proposal/bid does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any and all proposals / bids, or any part thereof, to waive defects in the same, or accept any proposal / bid or a combination of proposals / bids deemed to be in its best interests.

3.13 THE RFP PROCESS:

Bids are advertised as required by law. The City may also mail invitations to businesses as it deems appropriate. Placement on a vendor mailing list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Purchasing Agent the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

Refer any questions that may arise during the solicitation and award process, in writing, to the Purchasing Agent.

3.14 TIME PROVISIONS:

The content of any proposal submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

3.15 ASSIGNMENT OF CONTRACT:

The successful candidate agrees that he will not assign, transfer, or subcontract any portion of the award.

3.16 INDEMNIFICATION:

Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement.

The Contractor expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

3.17 WARRANTIES, GUARANTEES, & INSTRUCTIONS:

All work shall be warranted by the Contractor for a minimum period of two (2) years from the date of completion of the work against all defective workmanship and materials furnished by the Company. Where longer periods of Warranty/ Guarantee are required by these specifications, the contract documents, or are provided for by specific or implied warranty of materials, goods or equipment or by general law, the longer period of time will govern.

The Contractor shall promptly replace or repair in a manner satisfactory to the City any such defective work after notice from the City to do so. Work will be assumed to be defective if it is determined by the City that the material or equipment is not performing in a satisfactory manner, consistent with its intended use or operation. If the Contractor fails to

make such replacement or repairs, the City may perform or cause to be performed all necessary work and the Company and its sureties shall be liable for all costs thereof.

Original manufacturers' warranties, guarantees, instruction sheets, parts lists, and certificates of title are to be delivered to the Purchasing Agent. Copies of all such materials are to be provided to the department accepting delivery.

3.18 TERMS AND CONDITIONS: See Section 4

3.19 ASSIGNMENT OF ANTITRUST CLAIMS:

The Contractor offers and agrees to assign to the City of Norwalk all of its right, title and interest in and to any and all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the Connecticut General Statutes, arising out of the purchase of services, goods, property or intangibles of any kind pursuant to a purchase order, contract agreement, subcontract or other form of public purchase by the City of Norwalk. This assignment shall be made and become effective upon award or acceptance by the City of Norwalk of the bid, purchase order or contract agreement with the Contractor without requiring any additional or further act or acknowledgement by the parties.

The Contractor shall include the terms of this assignment to the City of Norwalk in any contract, agreement or purchase document that it may enter into for services, goods, property or intangibles used for or incorporated into any work or materials, performed for or provided to the City of Norwalk.

3.20 SMOKING POLICY

No person shall smoke in any municipal or school system facility.

3.21 BUILDING PERMIT FEES

Refer to Section 4, 107-01

END OF SECTION