

## **INSTRUCTIONS TO BIDDERS**

### **1. PROJECT DESCRIPTION:**

This project generally consists of the packing and movement of furniture, fixtures, and documents from the second floor of the Lebanon Town Hall, to accommodate a flooring removal and replacement project. All furniture, fixtures and documents shall be moved back into the Town Hall's second floor, when the flooring removal and replacement project is complete. This work includes the packing and movement of sensitive legal documents to and from the Town Clerk's second floor vault and into a vault located on first-floor. Sensitive document management shall be done under chain-of-custody procedures and the direct supervision of the Town Clerk.

The work described above includes furnishing all materials and equipment necessary for the project as well as performing or providing all labor, supervision, equipment, temporary storage containers, and services unless otherwise noted within the bid documents.

### **2. GENERAL:**

**Sealed bids shall be delivered to Kevin Cwikla, First Selectman, Lebanon Town Hall, 579 Exeter Road, Lebanon, Connecticut, 06249 by 11:00 AM on Monday, March 25, 2024.** Sealed bids are to be submitted to the address shown on the Bid Proposal form. Bids received after the bid opening will be returned unopened. Sealed bids will not be publicly opened; bid results will be posted on the Town of Lebanon's website.

### **3. CONTRACT DOCUMENTS:**

These Contract Documents include a complete set of proposal forms which shall be utilized when bidding this project.

### **4. BIDS:**

Bids shall be enclosed in a sealed envelope clearly marked "**SEALED BID – LEBANON TOWN HALL FURNITURE, FIXTURES, AND DOCUMENT MOVING PROJECT**" along with the name of bidder organization and the bid due date in order to guard against premature opening of the bid.

All bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including "Instruction to Bidders". All bids must be regular in every respect; no interlineations, ditto marks, excisions or special conditions shall be made or included in the bid form by the bidder organization.

The Owner may consider as irregular any bid on which there are any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind

and, at its option, may reject same. The blank spaces in the bid must be filled in correctly where indicated for each and every item for which a quantity is given typed or printed in ink. If any price is omitted, the bid may be rejected. The Bidder shall sign his bid correctly. If the bid is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or by a corporation, the bid must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and also must show the post office address of the firm, partnership or corporation.

A Non-Collusion Affidavit shall be completed and returned with the submitted bid. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such Bidder is interested. Bids in which the prices are obviously unbalanced may be rejected.

#### **5. ADDENDA & INTERPRETATIONS:**

Any request from a prospective Bidder for interpretation of meaning of Contract Drawings, Specifications or other Contract Documents shall be made in writing to the office of Barton and Loguidice, LLC. 41 Sequin Dr. Glastonbury, CT 06033 and to be given consideration must be received at least seven (7) days prior to date fixed for opening of proposals. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of the Contract. Such requests may be sent to Barton and Loguidice, LLC via e-mail to [kgrindle@bartonandloguidice.com](mailto:kgrindle@bartonandloguidice.com). Not later than four (4) days prior to date fixed for opening of proposals, Addenda will be published. It is the responsibility of the bidder to verify that all Addenda have been received and incorporated into the submitted bid. Failure of any Bidder to receive any such Addenda shall not relieve Bidder from any obligations under his proposal as submitted. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### **6. SITE CONDITIONS:**

All information on the Drawings or in the contract Documents relating to conditions, utilities, and other structures is from best sources available at present to the Owner. All such information and drawings of existing construction are furnished only for the information and convenience of bidders.

At the date fixed for opening of bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract; has satisfied himself as to actual conditions, requirements and quantities of work; has considered federal, state and local laws and regulations that may affect cost, progress, performance or furnishing the Work; and has read and become thoroughly familiar with Contract Documents including Contract Drawings, Specifications, Addenda, and documents referenced therein.

The Owner and the Engineer assume no responsibility whatsoever with respect to ascertaining for the Contractor any facts concerning physical characteristics at the site of the project.

**7. BIDDER'S QUALIFICATIONS:**

The Owner shall make such investigation as deemed necessary to determine the ability of the Bidder to discharge his Contract. After bid opening, Bidder shall be prepared to furnish the Owner with all written evidence as may be required for this purpose (e.g., financial data, previous experience, present commitments) within five (5) days after Owner requests such evidence.

Each bid must contain evidence of Bidder's qualification to do business in the State of Connecticut (or covenant to obtain such qualification prior to award of the contract) and a minimum of four references for similar projects completed by the bidder.

Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the Bidder cannot show that he has the necessary capital and experience, and owns, controls, or can procure the necessary plant to commence and complete the work at the rate or time specified, and that he is not already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the work.

**8. MODIFICATION:**

Any Bidder may modify his bid at any time prior to the scheduled closing time for receipt of bids, by submitting an appropriate document duly executed in a manner that bid must be executed and delivered to the place where bids are to be submitted. After opening of bids, no Bidder may withdraw his bid for a period of sixty (60) days. Owner may, in its sole discretion, release any bid prior to that date.

**9. REJECTION OF BIDS:**

The Owner also reserves the right to reject any or all bids, for any reason it deems advisable, and to award Contract to any of the Bidder organizations, regardless of amount of bid.

**10. TIME OF COMPLETION & LIQUIDATED DAMAGES:**

The Bidder must agree to fully complete all work within the number of consecutive calendar days of the issuance of the Notice to Proceed set forth in the Agreement. The Bidder must agree also to pay as liquidated damages a sum of \$750.00 as set forth in the Agreement for each consecutive calendar day thereafter. Liquidated damages may be incurred if the Contractor fails to complete the initial move prior to the initiation of the Flooring Project, and/or if the Contractor fails to complete the return move within the required schedule(s).

**11. AWARD OF CONTRACTS:**

If the Contract is awarded, Owner will give successful Bidder a Notice of Award within thirty (30) days after the day of Bid opening. The successful Bidder shall then execute and deliver to the Owner, within seven (7) days after notification of the award, three (3) executed Agreements, Final Certificate of Insurance, Performance Bond, Payment Bond, Contractors Minority Business Enterprise Utilization Form and Schedule of Values on forms provided by the Owner. If the successful Bidder fails to comply with the requirements of these documents within seven (7) days of receiving said Notice, that Bidder shall forfeit Bid Security and, at the option of the Owner, the Award may become null and void. The Owner may then proceed to Award the Contract to another of the Bidders.

**12. BID SECURITY:**

Each bid must be accompanied by a surety bond, certified or bank check, or a letter of credit, in the amount of 5% of the total of the bid. Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. The bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after bid opening, whereupon the bid security furnished by such Bidders will be returned. Bid security with bids which are not competitive will be returned within seven (7) days of bid opening.

**13. SCHEDULE OF VALUES:**

The apparent successful Bidder or Bidders must submit, prior to the execution of an Agreement, a preliminary schedule of values for all work. The preliminary schedule of values must be submitted after Bidding by the apparent low Bidder or Bidders, and the schedule of values must be deemed acceptable by the Engineer, before the Agreement is executed.

**14. SECURITY FOR FAITHFUL PERFORMANCE:**

In addition to the Agreement, the successful Bidder or Bidders shall also provide, within the time stipulated, a Construction Performance Bond by a company satisfactory to the Owner in an amount equal to One Hundred Percent (100%) of Estimated Total Contract Price recorded in the bid section of the Contract as executed, and a Construction Payment Bond in like amount will be required from the successful Bidder for faithful performance of the Contract.

**15. SUSPENSION OR DEBARMENT:**

The Municipality agrees and acknowledges that suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or

debarment regardless of their anticipated status at the time of contract award or commencement of work.

#### Certification

- A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds: Schedule H2
- (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of Records, making false statements, or receiving stolen property;
  - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and
  - (iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.
- C. The Municipality agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:
- (i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by

any Federal department or agency.

(ii) Where the prospective subcontractors , sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.