

**TOWN OF WESTBROOK, CONNECTICUT**

**INVITATION TO BID**

**WESTBROOK PUBLIC LIBRARY ALL-PURPOSE ROOM**

**Project Number: 8101**

**Document Length: 18 pages**

**Issue Date: June 24, 2020**

**Due Date: July 29, 2020**

The Town of Westbrook ("the Town"), invites qualified general contractors to submit bids to finish an accessible all-purpose room in a portion of the unfinished basement space on the lower level of the Westbrook Public Library. The final award will not be based solely on price but a combination of cost, qualifications and the determination by the Town of the successful bidder. The Town reserves the right to waive informalities, reject the entire bid, or any part thereof, or award services separately if deemed in the Town’s best interest.

This invitation to bid is issued by the Town of Westbrook, Connecticut. Bidders are requested not to contact individual town officials regarding this process. All correspondence, questions, clarifications, or requests for additional information regarding this invitation must be directed to:

Noel Bishop

 Town of Westbrook

Westbrook, CT 06498

nbishop@westbrookct.us

(860) 399-3040

Invitation to bid documents are available in both paper and electronic form at the First Selectman’s office. If picking up documents, bidders must register in person to receive addenda.

Three (3) copies of the Form of General bid (Attachment A) shall be submitted. No other distribution is to be made by the submitter. The form must be signed in ink by an official authorized to bind the submitter to its provisions. Proposals must be received by the Town on or before July 29, 2020 at 1:00pm:

Town of Westbrook

 Attn: Noel Bishop

 866 Boston Post Road

 Westbrook, CT 06498

**“Westbrook Library All-Purpose Room” should be clearly marked on all packages.**

Should any prospective bidder be in doubt as to the true meaning of any portion of this invitation to bid, or find any ambiguity, inconsistency, or omission therein, they shall make a written request for an official interpretation or correction. Such a request must be submitted to the issuing office not less than seven (7) days prior to the final date of submittal of the proposals. The person making the request shall be held responsible for its prompt delivery. All inquiries and responses to same will be posted on the Town's website ([www.westbrookct.us](http://www.westbrookct.us)). Bidders are responsible for checking the Town’s website for all addenda distributed in response to questions and requests for additional information.

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**1. GENERAL INFORMATION**

1. INTRODUCTION

The Westbrook Public Library (the “Project”) is located at 61 Goodspeed Drive in Westbrook, CT. It has two levels and occupies a total of 19,088 sq. ft., roughly 9,500 sq. ft. on each level. The town population is just under 7,000 with a significant increase in the summer months.

The project shall consist of finishing an accessible all-purpose room and entry corridor in a portion of the lower level of the Westbrook Public Library. Total area of approximately 1,000 square feet.

1. LIST OF DRAWINGS/TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Drawings and Technical Specifications are prepared by Thomas Lee Elliott, AIA.

Drawings:

C- Cover/ Code Analysis

A/1- Lower Level Floor Plan

A/2- West Building Elevation & Section/Partial Site Plan

A/3- Furniture and Finish Schedule

HVAC/1- Lower Level Heating/ Ventilation/ Air Condition Plan

E/1- Lower Level Electrical Plan

Scale:

Plans and Elevations at 1/4”=1’-0”

Sections and Details as noted.

Technical Specifications/Scope of Work

A Site Work

B Concrete

C Carpentry

D Thermal and Moisture Protection

E Doors and Windows

F Finishes

G Specialties

H Equipment

I Furnishings

J Mechanical

K Electrical

Note: The LIST OF DRAWINGS and TECHNICAL SPECIFICATIONS/SCOPE OF WORK and the form of agreement (the “Contract Documents”) is available from the Town at the First Selectman’s Office, Westbrook Town Hall, 866 Boston Post Rd, Westbrook, CT

1. PRE-BID WALK THROUGH/DUE DILLIGENCE

There is a pre-bid walk through for all interested bidders on Wednesday July 8, 2020 at the Westbrook Public Library, 61 Goodspeed Drive in Westbrook, CT. Those unable to attend this walk through must contact the Library Director at westbrook.public.lib@gmail.com to make special arrangements to visit the site.

Bidders are cautioned that the Drawings and Technical Specifications/Scope of Work do not include detailed information on existing conditions so a visit to the Library is necessary to obtain a complete understanding of the site and the work involved. As a result, the bidder, by submitting a proposal, acknowledges its responsibilities to examine and to be thoroughly familiar with the Drawings and Technical Specifications/Scope of Work and any addenda thereto. The bidder hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the Town, to review all physical items, facilities, services and functions essential to the satisfactory performance of the work required (“Due Diligence”) and thereby certifies that all such items facilities, services and functions are included in its proposal and thereby warrants that: (1) it conducted or had opportunity to conduct all due diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the bidder to complete Due Diligence prior to submission of its bid proposal shall be borne by the bidder if awarded a contract by the Town. Furthermore, the bidder had the opportunity during the bid process to ask questions it saw fit and to review the responses from the Town; (2) its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise; and (3) it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project.

**2. SCOPE OF WORK**

The scope of the Work is generally described in the Drawings and Technical Specifications/Scope of Work. Unless otherwise indicated, the following items of work will be performed by the Town and should not be included in the contract price:

* Landscaping and lawns.
* Carpets and pads.
* Free standing furniture and equipment.

The contractor will provide a scope of work based on the Drawings and as described in the Technical Specifications/Scope of Work. Work for this Project includes, but is not limited to minor site work; covered entry with roofing and sheet metal work; interior partitions with metal studs, drywall, doors and interior finishes; built in cabinet work; signage; suspended ceilings, mechanical system; fire protection; and electrical work.

**3. GENERAL REQUIREMENTS**

A. SERVICE PERIOD

The selected bidder, if any, will be expected to commence services on or about September 30, 2020, subject to selection process and contract execution. Substantial completion shall be within 180 calendar days from the issuance of a notice to proceed from the Town which notice to proceed shall specify the date of commencement

B. PERMITS AND WAIVER OF LOCAL FEES

The bidder must meet all applicable building codes and requirements as determined by the building official and other authorities with jurisdiction and is responsible for securing the necessary permits and coordinating all inspections with all authorities with jurisdiction. The Town shall waive permit and other local fees that are under its jurisdiction to so waive. Bids should reflect the waiver of such fees in the total price.

The bidder shall obtain a certificate of occupancy for work completed, which shall be presented to the Town prior to occupancy of the space. Substantial completion of the work shall not be achieved until a certificate of occupancy is obtained.

C. BID BOND AND PERFORMANCE BOND

**Bid Bond** – Bid security payable to the Town is required in the amount of 10 percent of the bidder’s proposal, and shall be in the form of a bid bond, AIA A310-2010.

**Performance Bond and Labor & Materials Payment Bond** – The selected bidder, if any, shall furnish the Town with a performance bond and a labor and materials payment bond, AIA A312-2010 in penal sums equal to the amount of the total contract price. Such bonds shall be executed by the successful bidder and a corporate bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the successful bidder and included in the contract price. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal bonds, bidder shall within ten (10) days after notice from the Town to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town. The premiums on such bond shall be paid by the bidder. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Town. The bidder shall immediately inform Town if and when the bidder becomes aware that the surety has declared bankruptcy or loses its right to do business in the State of Connecticut

D. INSURANCE REQUIREMENTS

The bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the contract insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the bidder and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut. In addition, the bidder, and its subcontractors, shall name the Town and The Town’s officers, elected officials, boards, and commissions, and their respective employees, agents, and volunteers, the architect and the architect’s consultants, and their respective officers, members, and employee as additional insureds (“Additional Insureds”) on a primary and non-contributory basis. Full disclosure of any nonstandard exclusion is required for all coverage. Evidence of additional insured coverage shall be in the form of an additional insured endorsement acceptable to the Town or as otherwise specified in the contract.

The bidder shall provide the Town with a thirty (30) day notice of cancellation, in advance of the retroactive date, and/or non-renewal of any policy.

Minimum types and limits of insurance are stated below:

**Commercial General Liability:**

Each Occurrence: $1,000,000

Personal/Advertising Injury per Occurrence: $1,000,000

General Aggregate: $2,000,000

Product/Completed Operations Aggregate: $2,000,000

Fire Damage Legal Liability $ 100,000

**Automobile Liability:**

Each Accident: $1,000,000

Hired/Non-owned Auto Liability: $1,000,000

**Workers’ Compensation/Employers Liability:**

Workers’ Compensation Statutory Requirement set forth by State of CT Employers Liability

 Each Accident $100,000

 Disease-Policy Limit $500,000

 Disease-Each employee $100,000

The bidder shall provide a certificate of insurance as "evidence" of general liability, auto liability including all owned, hired, borrowed and non-owned vehicles, excess/umbrella coverage, statutory worker's compensation and employer's liability.

The bidder shall direct its insurer to provide a certificate of insurance and additional insured endorsements to the Town before any work is performed. The bidder and its insurers shall waive all rights of subrogation against the Additional Insureds and their insurance carriers. The Additional Insureds and their insurance carriers shall retain all rights of subrogation. The bidder shall provide the Town copies of any such insurance policies upon request.

E. INDEMNIFICATION

The successful bidder must, to the fullest extent permitted by law, indemnify, defend and hold harmless the Town and its officers, elected officials, boards, and commissions, and their respective employees, and agents, and volunteers, the architect and the architect’s consultants, and their respective officers, members, and employee (“Indemnified Parties”)from and against all claims, damages, errors, omissions, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the bidder’s work and/or the supplying of materials, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and/or (b) is caused in whole or in part by any negligent act or omission by the bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder. In any and all claims against the Indemnified Parties by any employee of a selected bidder, or anyone directly or indirectly employed by a selected bidder, or anyone for whose acts as a selected bidder is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected bidder under workers’ compensation acts, disability benefits acts or other employee benefit acts.

The Indemnification obligation is intended to be construed as broad as possible under applicable law, and is intended to conform to Conn. Gen. Stat. § 52-572k.

The defense obligation shall apply to all claims or allegations made by third-parties even if there is no duty to indemnify. The obligation to defend is not limited by Conn. Gen. Stat § 52-572k or the bidder’s insurance.

**4. SUBMISSION OF PROPOSAL**

A. PROPOSAL INSTRUCTIONS

By submitting a bid, the bidder represents that it has thoroughly examined and become familiar with the scope of services outlined in this document and the existing conditions and is capable of performing the work to achieve the Town’s objectives and intent for the Project.

All bidders are required to submit the following documents:

1. Form of General Bid **(3 copies) –** Attachment A
2. Contractor’s Qualification Statement – Attachment B
3. Affidavit – Attachment C
4. Certificate as to Corporate Bidder – Attachment D
5. Certificate of Non-Collusion – Attachment E

Documents shall be submitted in a sealed envelope or package and clearly marked “**Westbrook Library All-Purpose Room**” to Noel Bishop, First Selectman, 866 Boston Post Road, Westbrook, CT 06498 no later than **Wednesday July 29, 2020 at 1:00pm**. Bids will be opened publicly and the Form of General Bid will be read at this time.

B. SELECTION PROCESS

A selection committee will evaluate all proposals received for completeness and the bidder’s ability to meet all requirements as outlined in this invitation to bid. The selection committee will then make a recommendation to the library board who will then forward to the board of selectmen a recommendation for award of a contract.

The contract for the Project, if awarded, shall be awarded on the basis of the lowest responsible and qualified responsive bid as submitted by a qualified bidder if such bid does not exceed the amount of funds available to finance the contact and the Town deems it in its best interests to award a contract in its sole discretion. If the Town chooses to award a contract for the Project, a notice of award shall be delivered to the successful bidder

This invitation to bid does not commit the Town to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request become the property of the Town. The Town of Westbrook reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected bidders, to waive any informalities, or to cancel in part or in its entirety the invitation to bid, if it is in the best interests of the Town to do so.

Bidders may amend or withdraw their Proposal prior to the closing date and time by submitting a clear and detailed written notice to the Town. All Proposals become irrevocable after the closing date and time.

Additional technical information may be requested from any bidder for clarification purposes, but in no way changes the original proposal submitted.

A Bidder filing a proposal thereby certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder of the same invitation to bid, and that the bidder is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Bidders must fully disclose, in writing to the Town on or before the closing date of this invitation to bid, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the bidder were to be chosen pursuant to this invitation to bid. The Town shall review any submissions by bidders under this provision and may reject any proposal where, in the opinion of the Town and in the Town’s sole discretion, the bidder could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the bidder were to be chosen pursuant to this invitation to bid.

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any bidder who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Note: Responses to requests for more specific contract information than is contained in the RFP shall be limited to information that is available to all bidders and that is necessary to complete this process.

**5. EXECUTION OF AGREEMENT**

A. EXECUTION OF THE AGREEMENT

Once the contract is awarded the successful bidder will receive an agreement for signature. The form of agreement shall be a modified version of the AIA A105-2017. By submitting a proposal the bidder warrants and represents that it has reviewed the form of agreement, sought the necessary legal advice that the bidder deems appropriate, accepts the terms of the agreement, and shall execute the agreement without modification upon presentment of the same by the Town. Within ten (10) days of receipt of the agreement signed by the successful bidder, the Town shall sign the agreement and return a duplicate of the executed agreement.

The Notice to proceed shall be issued within ten (10) days of the execution of the agreement. This time period may be extended by mutual agreement between the Town and the successful bidder.

The successful bidder shall not award work to subcontractors without prior written approval of the Town. The successful bidder shall be fully responsible to the Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The successful bidder shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the successful bidder by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the successful bidder the same power as regards terminating any subcontract that the Town may exercise over the successful bidder under any provision of the contract documents. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Town.

A. LIQUIDATED DAMAMGES

The bidder shall be liable for liquidated damages if the bidder fails to substantially complete the work on or before the completion date specified in the agreement at the rate of $100 per calendar day.

**6. ADDITIONAL INFORMATION**

1. All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the bidder during the completion of their contract requirements shall become the property of the Town, including any databases and information systems that are created.
2. The Town of Westbrook is not responsible for any costs/expenses incurred by anyone submitting a proposal for this project. Costs/expenses are the sole responsibility of the parties submitting proposals.
3. The bidder in performing under this agreement shall not discriminate against any workers, employee or applicant or any member of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by Bidder that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Bidder will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, marital status, national origin mental retardation or physical disability, including but not limited to blindness, unless it is shown by Bidder that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Bidder agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of services or materials, contractors and sub-contractors and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or whom may perform any such labor or services in connection with this agreement.

**ATTACHMENT A**

**FORM OF GENERAL BID**

Proposal of

To the TOWN OF WESTBROOK, CONNECTICUT (hereinafter called “Town”)

The Bidder, in compliance with your invitation for bids to finish an accessible all-purpose room at the Westbrook Public Library having examined the drawings, specifications with related documents, and being familiar with all of the conditions of the site and of the conditions surrounding the furnishing of the proposed equipment including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to provide the equipment within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be fixed in the written “Notice to Proceed” given by the Town to the Bidder and to substantially complete all work related to the Contract within 180 days after the date specified in the Notice to Proceed.

The Bidder agrees to provide perform the work described in the Contract Documents for the following lump sum:

**PRICE PROPOSAL: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Acknowledgement of Addenda: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work called for.

The contract will be awarded to the lowest qualified, reasonable and responsible bidder.

The Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90)

days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, 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

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Type or Print Name of Individual** |  | **Doing Business as (Trade Name)** |
| **Signature of Individual**  |  | **Street Address** |
| **Title** |  | **City, State, Zip Code** |
| **Date**  |  | **Telephone Number / Fax Number** |
| **E-mail Address** |  | **SS # or TIN#** |

**(SEAL - if bid is by a corporation)**

**ATTACHMENT B**

**CONTRACTOR’S QUALIFICATION STATEMENT**

TO: TOWN WESTBROOK, CONNECTICUT (hereinafter called the “Town”)

Pursuant to bidding requirements for the Work titled:

**PROJECT: ALL-PURPOSE ROOM AT THE WESTBROOK PUBLIC LIBRARY**

The Bidder is qualified to complete the Work as stated below:

**ORGANIZATION**

***If your organization is a corporation, provide the following:***

|  |  |
| --- | --- |
| Date of incorporation: |   |
| State of incorporation: |   |
| President’s name: |   |
| Vice-president’s name(s): |   |

Secretary’s name:

Treasurer’s name:

***If your organization is a partnership, answer the following:***

|  |  |
| --- | --- |
| Date of organization: |   |
| Type of partnership: |   |
| Name(s) of general partner(s): |   |

***If your organization is individually owned, answer the following:***

|  |  |
| --- | --- |
|  Date of organization: |   |
|  Name of owner: |   |

*If the form of your organization is other than those listed above, describe it and name the principals:*

**EXPERIENCE**

*List the categories of work that your organization normally performs with its own forces.*

*Claims and Suits.* ***(If the answer to any of the questions below is yes, please attach details.)***

|  |  |  |
| --- | --- | --- |
| **NO** | **YES** |  **QUESTION** |
|  |  | Has your organization ever failed to complete any work awarded to it? |
|  |  | Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? |
|  |  | Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years? |
|  |  | Within the last five years, has any officer or principal of your organizationever been an officer or principal of another organization when it failed to complete a contract? |

Signature Date

Printed Name

 Title

**ATTACHEMNT C**

**AFFIDAVIT**

To the Town of WESTBROOK, CONNECTICUT:

This is to certify that in submitting this bid, BIDDER represents that this Bid is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and the BIDDER or any person in his behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

**Signature to be by signer of Bid Form.**

Signature

Printed Name

Title

Subscribed and sworn to before me this day of , 202 .

**ATTACHMENT D**

**CERTIFICATE AS TO CORPORATE BIDDER**

**PROJECT: ALL-PURPOSE ROOM AT THE WESTBROOK PUBLIC LIBRARY**

I, , certify that I am the of the (Name) (Title)

corporation named as the Bidder in the attached Bid Form; that ,

 (Name)

who signed the said Bid Form on behalf of the Bidder was then

 (Title)

of said corporation, that his/her signature thereto is genuine, and that said Bid Form was duly signed,

sealed, and executed for and on behalf of said corporation by authority of its governing body.

Dated:

 (Corporate Seal)

By:

**ATTACHMENT E**

**NON-COLLUSION STATEMENT**

By submission of this bid, the Bidder certifies under penalties of perjury that it is being submitted in good faith without any collusion, fraud, communication, or agreement as to any matter relating to it with any other bidder or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal. The word bidder shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

By:

 Signature of Authorized Individual

Name of Business

Address

City, State, Zip Code