

SECTION 002100 - SUPPLEMENTARY INSTRUCTIONS FOR QUOTATION

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders for Project consist of the following:

1. City of New London Invitation for Bids Cover and Contract Terms and Conditions
2. AIA Document A751-2007, "Invitation and Instructions for Quotation for Furniture, Furnishings and Equipment."
3. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS FOR QUOTATION, GENERAL

- A. The following supplements modifies only AIA Document A751, " Invitation and Instructions for Quotation for Furniture, Furnishings and Equipment." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.
- B. Where conflict occur or is found between this document and the City of New London Invitation for Bids and Contract Terms and Conditions, the City of New London Invitation for Bids and Contract Terms and Conditions shall govern.
- C. Furniture, furnishings, equipment and Technology have been divided into category specifications.
- D. In accordance with Public Act 03-215 (an act concerning State construction contracts) and Public Act 04-141, for any contracts estimated in value to be greater than \$500,000, Vendors must be pre-qualified for the classification of work that they are bidding on. In order for the bid to be deemed responsive each bidder must provide a pre-qualification certificate issued by the State of Connecticut, Department of Administrative Services, which clearly shows pre-qualification status and the Department of Administrative Services Contractor Prequalification Update Statement.
- E. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Owner upon debt, or contract, or who is a defaulter as surety or otherwise upon obligations to the Owner.
- F. Vendors may bid on one category or more than one category (combined bid);
- G. The submission of a bid or proposal by a Vendor for the whole category in the specifications shall constitute an acceptance by such contractor of the terms and conditions of all duly

promulgated ordinances and regulations of the State of Connecticut and The City of New London (the "Owner"), to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.

- H. Prospective bidders may bid on Public Bid documents. DAS State Contract documents are listed for information purposes only.

1.3 ARTICLE 1 - DEFINITIONS

- A. Modify paragraph §1.2 as follows:

1. Delete "(General, Supplementary and other Conditions)" and insert "(General Conditions of the Contract for Furniture, Furnishings and Equipment, AIA Document A251-2007, Special Conditions of the Contract for FF&E)".

1.4 ARTICLE 2 – QUOTATION DOCUMENTS

- A. Add the following Section to 2.2:

1. §2.2.1 In case such ambiguity, inconsistency, or error exists and is not noted or resolved at the time Bids are due, the Bid Sum shall include, as applicable, the better quality, the greater quantity, or the costlier procedure for the work involved.

- B. Add the following Sections to 2.3:

1. §2.3.1 No interpretations of the meaning of the Plans, Specifications or other Contract Documents will be made orally to any bidder. Every request for such interpretation must be in writing to the awarding authority and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids.
2. §2.3.2 Oral questions shall not be binding unless confirmed in writing by addendum as set forth below. Any and all such interpretations, responses and supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be electronically mailed to all prospective Vendors (at the respective addresses furnished for such purposes pursuant to the provisions of the Invitation to Bid) not later than five (5) days prior to the date fixed for the opening of bids. All such modifications shall be included in the work covered by the bid and, shall become a part of his contract. The Vendor shall state in his bid the number and title of all addenda, which the Vendor has received.
3. Add Section 2.4:
 - a. §2.4 Failure to comply with any Article 2 requirements does relieve the successful Vendor of the obligation to furnish all labor, material and equipment necessary to complete his work in accordance with the Contract Document.

4. Add Section 2.5:
 - a. §2.5 The Vendor understands and agrees that this project involves school construction, which requires that the bidder perform its services in strict accordance with the requirements for school construction promulgated by the Connecticut Department of Administrative Services, Office of School Construction Grants and Review (“OSCG&R”), including but not limited to compliance with the Construction Document Guidelines for School Districts & Design Professionals, School Construction Resource Information and the Forms to be submitted to OSCG&R in connection with a construction project, including but not limited to, Forms SCG042, SCG042CO, SCG046A, SCG049, SCG049R (collectively the “Guidelines”).

1.5 ARTICLE 3 – PROCEDURES FOR PREPARATION OF QUOTATIONS

- A. Add the following subparagraph to § 3.1:
 1. § 3.1.1 Vendor preparing quotations, their subcontractors and suppliers are advised that this project is subject to the requirements of a Project Labor Agreement (PLA).
- B. Add the following subparagraphs and appurtenant clauses to §3.2:
 1. §3.2.1 Failure to receive or examine any form, instrument, or document, or to visit the sites to become acquainted with field conditions shall in no way relieve Vendor from any obligation with respect to his Bid.
 2. §3.2.2 Substitutions will be considered only if all of the following conditions are met:
 - a. §3.2.2.1 Substitutions conforming to the specified requirements of Section 002600 must be with the bid submission.
 - b. §3.2.2.2 Vendor shall complete a Substitute Item Bid form (blank copies included with Bid Forms) for each item being substituted. Such Substitute Item Bid form shall include the following:
 - 1) Photograph or manufacturer's catalog cut of the item.
 - 2) Manufacturer's name, model number and description of the item.
 - 3) Colors and/or finishes. If Architect will make final selections, submit actual samples of full range from manufacturer's standard special or custom finishes. It will be the intent of the Architect to match the colors/finishes of the item specified.
 - 4) Size.
 - c. §3.2.2.3 If a Substitute Item Bid is submitted, the Vendor is expected to make available for Owner's review and approval a full-size working sample within five (5) days of Bid Due Date, if requested by Owner.

- d. §3.2.2.4 Substitute Item Bids submitted in a format other than described herein are not be considered for acceptance by the Owner.
 - e. §3.2.2.5 Limit Substitute Items Bids to only one (1) per item. The submission of multiple substitutes for an item will invalidate the Bid for that item.
 - 3. §3.2.3 Bid Proposals in excess of \$50,000 shall be accompanied by a Bid Security or Certified Check in the amount of 5% of the Bid made payable to the Owner. A Bid Security if used shall be executed by a surety company that can comply with State of Connecticut requirements for writing the required Payment and Performance Bonds.
 - a. §3.2.3.1 The Bid Security will be returned to all except the three (3) lowest Bidders within five days after Bids are opened. The remaining bid securities will be returned upon execution of Contract with successful Bidder. If no award is made within 60 days after the date of opening of Bids, and upon request of the Vendor, the bid security will be returned to Vendors whose Bids have not been accepted.
 - 4. §3.2.4 The Vendor is required to post a Performance Bond and Labor and Material Payment Bond for the completion of the Work, each in the amount of 100-percent of the Contract Amount. The cost of required Bonds will be included in the Base Bid Price.
 - 5. §3.2.5 The Vendor must procure at their own expense Worker's Compensation, Comprehensive General Liability; Automobile Liability and other insurance with coverage and limits as defined in the Specifications. Certificates of Insurance with the above coverage must be submitted before beginning work on the project. Thirty- (30) days notice is required before cancellation.
 - C. Add the following subparagraphs to §3.3:
 - 1. §3.3.1 Bids shall be submitted in triplicate, on forms identical to the forms included in the Bid Documents.
 - 2. §3.3.2 No responsibility will be attached to an Owner's representative or employee for the premature opening of a Bid not properly addressed and identified.
- 1.6 ARTICLE 4 - CONSIDERATION OF QUOTATIONS
- A. Delete paragraph in its entirety and replace with the following paragraphs:
 - 1. §4.1 It is the intent of the Owner to award a Contract to the lowest responsible Vendor provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner reserves the right to reject any or all bids; and in particular, a bid not accompanied by data required by the bid documents, or a bid that is in any way incomplete or irregular. The Owner further reserves the right to waive any informality or irregularity in any bid received; to negotiate changes to offered terms; and to accept the proposal that, in Owner's judgment, is in the

Owner's best interest. No bid shall be withdrawn for a period of ninety (90) days subsequent to the openings of bids without the consent of the Owner.

2. §4.2 If a Vendor only partially meets the Contract terms and conditions; especially as related to insurance amounts, bonding requirements or delivery conditions, the Vendor may still submit a Bid for the Owner's consideration. The Vendor's Bid Form must note the areas not in compliance with the Contract terms and conditions. The Vendor is advised that Bids meeting all Contract terms and conditions received by the Owner will be given first consideration.
3. §4.3 In determining the qualifications of a Vendor; regardless of lowest responsible Bid, the Owner may, to the extent permitted by applicable law, consider a Vendor's performance record for previous furnishings' and technology contracts. The Owner reserves the right to reject the Bid of a Vendor that, in the opinion of the Owner, has not properly performed such contracts; or has without just cause neglected the payment of bills; or has otherwise disregarded obligations to subcontractors, suppliers or employees.
4. §4.4 Upon the Architect's request, Vendors must give evidence of their responsibility by furnishing information concerning their ability to meet the following requirements:
 - a. 4.4.1 Adequate physical facilities and personnel to perform a project of this type and size.
 - b. Qualified engineering department to provide layout and shop drawings, if required, for approval prior to fabrication of equipment.

1.7 ARTICLE 5 – POST AWARD INFORMATION

A. Add the following subparagraphs to §5.1:

1. §5.1.1 Vendors shall submit properly executed Statement of Bidder Qualifications with his Bid Proposal. Furnish one original and two copies of this Document.
2. §5.1.2 The Owner may make investigation, as it deems necessary to determine the ability of Vendor to perform the Work. The Vendor shall furnish all information and data requested by the Owner for this purpose. If as a result of the investigation the Owner is not satisfied that the Vendor is qualified to meet the obligations of the Contract or Schedule, the Owner reserves the right to reject the Vendor's Bid. The Owner may otherwise reject the bid as permitted by law.
3. §5.1.3 After submitting a bid proposal and prior to the award of a contract, each Bidder shall submit to the Owner a list of the proposed subcontractors which the trade contractor intends on using for the project.

1.8 ARTICLE 6 – FORM OF AGREEMENT BETWEEN OWNER AND VENDOR

A. Add the following to paragraph 6.3.4:

1. §6.3.4.1 RETAINAGE: The Agreement shall be written to require a 5 percent (5%) retainage by Owner of amount due Vendor. The amount retained will be paid upon completion of the Project.

1.9 ARTICLE 7 – MISCELLANEOUS INSTRUCTIONS, TERMS AND REQUIREMENTS

A. Add Article 7:

1. Add Section §7.1 BOND REQUIREMENTS and the following subsection:
 - a. §7.1.1 Performance Bond and Labor and Material Payment Bond shall be furnished in favor of the Owner executed by a surety company authorized to do business in Connecticut and who are acceptable to the Owner. All bonds shall be written for 100 percent of the Contract Sum. The costs of these Bonds are to be paid for by the Vendor and included in the price of the bid. The successful Vendor shall purchase the bonds from a company or companies with an AM Best Rating of A- or better and from sureties authorized to do business in the State of Connecticut. Said bonds shall be maintained for the life of the contract.
2. Add Section §7.2 CONTRACT TIME:
 - a. §7.2.1 The Vendor must be prepared to make delivery of the FF&E and Technology items he is providing under his Contract in accordance with the timeframe outlined in the Bid Form, or Phasing Documents.
 - 1) §7.2.1.1 The provisions of the Contract relating to the time of performance and completion of the work are of the essence of this Contract. Accordingly, each Vendor shall begin work on the day specified, and shall prosecute the work diligently so as to permit full occupancy per the schedule.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF DOCUMENT 002100