

Solicitation CDB1372
Medical Records Storage System

City of Bridgeport

Bid CDB1372

Medical Records Storage System

Bid Number CDB1372
Bid Title Medical Records Storage System

Bid Start Date Jan 25, 2007 11:14:52 AM EST
Bid End Date Feb 22, 2007 2:00:00 PM EST

Bid Contact Barbara Quimby
Buyer
Department of Public Purchases
203-576-7157
QuimbB0@ci.bridgeport.ct.us

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 90 days

Bid Comments All bidders are encouraged to set up a site visit for a tour of the areas and make themselves familiar with the conditions at the site located at Southwest Community Health Center, 1046 Fairfield Avenue, Bridgeport, Ct. Please call Tom Krause at (203) 330-6000 Extension 214 to set up an appointment.

For further information, please contact George Eads at (203) 576-8219, e-mail eadsg0@ci.bridgeport.ct.us or fax (203) 332-5568.

Copies of specs. may be obtained at the Dept. of Housing & Community Development, City Hall Annex, 999 Broad Street, 2nd floor, Bpt.,Ct. after January 31, 2007 free of charge.

Item Response Form

Item CDB1372-1-01 - Medical Records Storage System
Quantity 1 each
Prices are not requested for this item.
Delivery Location City of Bridgeport
Southwest Community Health Center
1046 Fairfield Avenue
Bpt CT 06604
Qty 1

Description
Obtain pricing to furnish & install storage system for medical records.

BIDDER INFORMATION

ALL BIDS, PROPOSALS AND QUALIFICATIONS SUBMITTED TO THE CITY OF BRIDGEPORT FOR ANY CONTRACT VALUED OVER \$25,000 WILL BE DEEMED INCOMPLETE UNLESS THE BIDDER SUBMITS THE COMPLETED ORIGINAL OF THIS FORM PRIOR TO AWARD. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Business: _____

Person signing this form: _____

Title: _____

Phone Number: _____

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

1. Business is (*check one*)

☐ a corporation

☐ a general partnership

☐ a limited liability company

☐ a sole proprietorship

☐ a limited liability partnership

☐ other _____.

2. Business Address: _____

3. Sate of incorporation or organization:

☐

Connecticut

☐

Other _____

4. What other trade names does the Business use, if any?

5. (a) Identify all officers, directors, managing or general partners, or managing members.

Name

Address

Title

(b) Identify owners of 5% or more interest in the Business:

6. Identify any parent organization of the Business.

Parent's name _____, a

- | | |
|---|---|
| ☐ a corporation | ☐ a general partnership |
| ☐ a limited liability company | ☐ a sole proprietorship |
| ☐ a limited liability partnership | ☐ other _____. |

State of Incorporation or organization: _____

7. Has the Business, any Parent, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, or otherwise admitted to:

- | | <u>Yes</u> | <u>No</u> |
|---|-----------------------|-----------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? | ☐ | ☐ |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | ☐ | ☐ |
| c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract? | ☐ | ☐ |

- | | | |
|--|---|---|
| d) the fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement. | e | e |
| e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions? | e | e |
| f) had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions? | e | e |
| g) willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction? | e | e |

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.

8. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE CITY OF BRIDGEPORT.

_____ (Initial)

9. Read and initial at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE.

_____ (Initial)

Dated: _____

Name: _____

Title: _____

duly-authorized

State of _____)

) ss:

At: _____

County of _____)

Subscribed and sworn to before me on _____

Date

By: _____

Notary Public

My Commission Expires: _____

Commissioner of the Superior Court

• See *City of Bridgeport Ordinance, Sec. 3.08.070*.

INTRODUCTION: These instructions should be followed in connection with any type of formal and informal bid or quotation, unless modified in the bid specifications, any bid supplement or any bid addenda, and will be deemed to be part of any award. **NOTE:** The Instructions to Bidders for construction, renovation, demolition, environmental testing and remediation, and similar bids will be set forth in a Bid Supplement containing the specific bid and project requirements.

Bid packages must be completed and submitted prior to the date and time set for bid opening or the vendor will be deemed non-responsive.

The City of Bridgeport utilizes the services of RFP Depot www.rfpdepot.com to distribute and receive bids and proposals through the internet, to register vendors, to distribute notification of new City bids, and to track and tabulate bid responses. In addition, the City will continue to receive paper bids by mail and personally delivered to the location where the particular bid is to be opened. Faxed bids are not acceptable.

Bidders should consult the City's website www.ci.bridgeport.ct.us for further purchasing information, various types of forms, relevant ordinances and official policies, and the like. Bidding questions should be referred to the Purchasing Department (203) 576-6171 and, if necessary, the Purchasing Department will transfer you to other departments that may be able to answer your questions.

If a bidder does not have access to the internet, the bidder is encouraged to use the free internet access offered at most public libraries. Bidders may also inquire at the Purchasing Department as to the availability of internet access at computer stations in that department.

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material, unless otherwise stated in the solicitation. All appropriate blanks shall be completed. The signer of the bid shall initial any interlineations, alterations or erasures on the specification document. Bidder shall not change the Proposal Form nor make additional stipulations or conditions on the specifications document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on any item-by-item basis.
- 1.4 Each bid must be legible, include bidder's full name, business and e-mail address, telephone number; and be signed in ink.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each owner, general partner or member.
- 1.6 A duly-authorized official of bidder must sign the bid.
- 1.7 Any person signing a bid must represent that he or she is duly-authorized to bind the bidder.
- 1.8 Bids received after the time and date established for receiving bids or in a different location will be rejected.
- 1.9 At bid meeting all bids are publicly opened and received. These bids will be considered unverified. Bid rankings may change as bids are verified. The results of the bid opening do not become final until after bids are verified.

2. BIDDER'S SECURITY

- 2.1 Bid Security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form, in compliance with Ch. 3.08.100 (A) of the Municipal Code, generally applicable for bids over \$50,000 except for some bidders who do not have to submit bid bonds unless the bid is over \$100,000.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest alternate bid submitted.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities; upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until the earlier of either:
 - 2.5.1 A contract has been executed and bonds have been furnished; or
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn; or
 - 2.5.3 All bids have been rejected.
- 2.6 The City is entitled to bid security as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City.
 - 2.6.3 If the bidder fails to provide sufficient bonds or insurance within the time period as established in the letter

of intent to award.

2.6.4 If the bidder fails or refuses to perform the work in accordance with its bid.

3. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

- 3.1 The City of Bridgeport is dedicated to equal employment opportunity and to the implementation of positive programs designed to ensure the prevention of any discriminatory practices, either intentional or inadvertent, with respect to race, national origin, age, sex, handicap, sexual orientation or veteran status. The City of Bridgeport is totally committed to full compliance with the letter and spirit of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended; the American with Disabilities Act of 1990; the Vietnam Era Veterans Readjustment Assistance Act of 1972; the Rehabilitation Act of 1973; and all other federal and state laws concerning equal opportunities.
- 3.2 It is the policy of the City of Bridgeport to:
- 3.2.1 Recruit, hire, train, and promote persons in all job titles without regard to race, national origin, age, handicap, sex, sexual orientation, or veteran status, except as permitted by law when there exists a bona fide occupational qualification on such basis.
- 3.2.2 Base decisions on employment so as to further the principle of equal employment opportunity.
- 3.2.3 Ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.
- 3.2.4 Ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, City of Bridgeport sponsored training, social and recreational programs, education, and tuition assistance will be administered without regard to race, national origin, age, handicap, sex, sexual orientation, or veteran status.

4. PREVAILING WAGES

- 4.1 Each contract for the construction, remodeling, alteration or repair of any public building or of public work of any kind is subject to prevailing wages pursuant to State and federal law.
- 4.2 For additional information please contact the City of Bridgeport's Contract Compliance Officer, (203) 576-8227.

5. DATA PRIVACY

- 5.1 Bidder agrees to abide by all applicable State and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning inventions, copyrights, patents and patent rights and trademarks.
- 5.2 The bidder agrees to hold harmless from, indemnify and defend the City from and against any claims, liabilities, judgments, expenses, including reasonable attorneys fees and court costs resulting from the bidder's unlawful disclosure or non-permitted use of identified private, proprietary or confidential information.

6. BIDDER'S REPRESENTATION

- 6.1 Each bidder, by signing and submitting a bid, represents that the bidder has read and understands the bid specifications and documents, and the bid has been made in accordance therewith.
- 6.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

7. INDEPENDENT PRICE DETERMINATION

- 7.1 By signing and submitting this bid, the bidder certifies that the prices in its bid have been arrived at independently, without consultation, communication or agreement with another for the purpose of restricting competition, or as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required or permitted by law, the prices quoted in the bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

8. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 8.1 Bidder shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error that bidder may discover upon examination of the bid specifications and documents.
- 8.2 Bidder's desire for clarification or interpretation of the bid specifications shall be in the form of a written request to the Purchasing Agent, which must be received at least seven (7) calendar days prior to the date and time for receipt of bids.
- 8.3 Interpretations, corrections and changes made to the bid specifications will be made by written addenda.
- 8.4 Oral interpretations or changes to the bid specifications made in any manner other than written addenda will not be binding on the City and bidders may not rely upon such unofficial interpretations or changes.

9. ADDENDA

- 9.1 Bid addenda are written instruments issued by the Purchasing Agent prior to the date for receipt of bids that modify or interpret the bid specifications by addition, deletion, clarification or correction.
- 9.2 Bidder is responsible to check with the Purchasing Agent or City website for addenda prior to submitting a bid.
- 9.3 Copies of addenda will be made available for inspection at the Purchasing Department.
- 9.4 No addenda will be issued later than seventy-two (72) hours before to the date and time for receipt of bids, except for the City's withdrawal of a bid or addenda, including a postponement of the bid.
- 9.5 Bidder shall ascertain prior to submitting its bid that it has checked for and obtained all addenda issued and shall

acknowledge receipt of addenda on the addenda form by including it with its bid.

10. ANTI-LOBBYING PROVISION

- 10.1 During the period between the date for receipt of bids and the contract award, bidders, their agents and representatives shall not discuss or promote their bid or ask another person to do so with any member of the City Council or City staff except in the course of City-initiated inquiries, meetings, briefings, interviews, or presentations.

11. BRAND NAMES

- 11.1 Wherever in the bid specifications or proposal brand names, manufacturers, trade names, or catalog numbers are specified, such information is for the purpose of establishing a grade or quality of material only; and such information shall always be interpreted to include brand name, manufacturer's name or number, "or equal".
- 11.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 11.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the bid on bidder's letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for a proper evaluation. The bidder must indicate any variances by item number from the bid specifications NO MATTER HOW SLIGHT. Bidder must fully explain the variances from the bid specifications since brochure information may not be sufficient.
- 11.4 If variations are not stated in the proposal, the City is entitled to assume that the item being bid fully complies with the City's bid specification.

12. DEMONSTRATIONS/SAMPLES

- 12.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of City's request.
- 12.2 Such demonstration can be at the City delivery location or at a location in Fairfield County.
- 12.3 If bidder does not have an item in the Fairfield County area, bidder is obligated at bidder's expense to either provide transportation to a representative of the Purchasing Agent or arrange for the item to be viewed in Fairfield County.
- 12.4 If items are small and readily mailed and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples WILL NOT be returned.

13. DELIVERY

- 13.1 Each bidder shall state on its bid the date upon which it can make delivery of all goods, equipment or other materials required by the bid specifications. Delivery date is thereby made an essential element of the bid.
- 13.2 The City reserves the right to cancel orders, in whole or in part, without obligation, if delivery is not made as specified in the bid and the bidder will bear the costs of return.
- 13.3 All bids shall be based upon inside delivery F.O.B. the City delivery location contained in the bid specifications, with all transportation charges paid, during normal working hours at the designated City delivery location or, if not otherwise stated, between the hours of 9:00 a.m. and 5:00 p.m. except for State and federal holidays observed by the City.

14. WARRANTIES, GUARANTEES AND MAINTENANCE

- 14.1 Copies of the following documents must accompany the bid where required:
- 14.1.1 Manufacturer's warranties and/or guarantees.
- 14.1.2 Bidder's maintenance policies and associated costs.
- 14.2 At a minimum, the bidder agrees to guarantee in writing that any defective goods or components thereof discovered within a one (1) year period after the date of acceptance, without fault of the City, shall be replaced at no expense to the City. Replacement goods, or parts where appropriate, shall be shipped and installed, where applicable, at no cost to the City. The bidder shall pay shipping costs for defective parts returned to the bidder.
- 14.3 Bidder warrants and represents to the City that it owns or has legal right to all software, firmware, hardware, or equipment systems developed, distributed, installed or programmed by bidder pursuant to the bid specification.
- 14.3.1 No Disclaimers: The warranties and representations set forth in this section 14.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of bidder's liability under the bid specification.

15. ACCEPTANCE OF MATERIAL

- 15.1 All components used in the manufacture or construction of materials, supplies and equipment and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade of workmanship.
- 15.1.1 Any and all additional equipment, options or attachments specified to be included, shall be O.E.M. parts or sub-assemblies and installation of same shall be performed by the factory or a factory-authorized dealer. No customization or modifications shall be authorized which diminishes or makes void manufacturer warranties.
- 15.2 Material delivered pursuant to a bid shall remain the property of the bidder until:
- 15.2.1 The City makes a physical inspection and actual usage of this material is found to be acceptable; and
- 15.2.2 The City determines that the material is in full compliance with the specifications.
- 15.3 In the event the delivered material is found to be defective or does not conform to the bid specifications, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 15.4 Successful bidder shall be required to furnish title to the goods, equipment or materials, free and clear of all

liens and encumbrances, issued in the name of the City of Bridgeport, Connecticut, as required by the bid specification or purchase order.

- 15.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

16. BID EVALUATION AND AWARD

- 16.1 The signed bid shall be considered bidder's offer. Such offer shall be deemed accepted upon City's issuance of a signed purchase order, contract award, or other signed contract document appropriate to the bid.
- 16.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, as such time may be extended.
- 16.3 In case of a discrepancy between any unit prices bid and the quantities specified, the unit prices shall govern.
- 16.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal is the most advantageous to the City or represents the best value.
- 16.5 The City reserves the right to accept or reject any or all bids, to request re-bids, to award bids item-by-item, by groups, or on a lump sum basis, and to waive minor irregularities and technicalities in bids deemed to be in the best interest of the City.

17. INDEMNIFICATION

- 17.1 The bidder agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, officers, employees and agents from and against all claims, damages, losses, and expenses, including, but not limited to reasonable attorneys' fees arising out of or resulting from the bidder's performance of the contract, caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts may be attributed to any of the foregoing.
- 17.2 In connection with any claim against the City, the indemnification obligation in paragraph 17.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under workman's compensation laws, disability benefit laws or other employee benefit laws.

18. TERMS OF PAYMENT

- 18.1 The City shall endeavor to make payment for goods and services within 30 days after review of bidder's invoice for correctness and legality and approval of the fiscal officer in charge that funding is available for payment thereof.
- 18.2 Federal Tax Exemption 06-730246K. City is exempt from certain State Sales Taxes under Connecticut General Statutes Chapter 219.

19. APPLICABLE LAW; VENUE

- 19.1 The laws of the State of Connecticut shall govern the rights, obligations, and remedies of the parties under this proposal and any agreement reached as a result of this process, and the venue for any dispute shall be in a court of competent jurisdiction over the parties located in the State of Connecticut.

20. MISCELLANEOUS

- 20.1 Right to Audit. The City reserves the right to audit the records and performance of the successful bidder during the performance of the contract and for three (3) years after completion or early termination.
- 20.2 Bid or Contract Modifications. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications of the bid or the contract resulting from the bid, and any such modification or change shall not be binding upon the City unless the same is in writing, the person executing the modification or change by the City is duly-authorized to do so, and the City has allocated funds for such modification or change.
- 20.3 Bidder Responsiveness. A bidder must be able to demonstrate that it is responsible and the City reserves the right to request information sufficient to determine a bidder's ability to meet the minimum standards for doing business with the City, including but not limited to: (a) adequate financial and other resources, or the ability to obtain such resources as required; (b) ability to meet the required or proposed delivery or completion schedule; (c) satisfactory record of performance in connection with other work; (d) satisfactory record of business integrity and ethics; (e) qualified and eligible to receive an award.
- 20.4 Silence in Bid Specifications. The apparent silence of the bid specifications as to any detail or the omission of any detail or of a detailed description of any aspect shall be interpreted to mean that the vendor shall use the best commercial practices for similar work in the State of Connecticut in the performance of the contract.
- 20.5 Cooperative Bids and Reverse Auctions Only. In these bids and auctions, bidders agree to pay to RFP Depot a transaction fee of one percent (1.00%) of the total award of a contract for goods and/or services awarded to the vendor. Cooperative bids and reverse auctions will be clearly marked on the bid documents. To assure that all bidders are treated equally, the fee will be payable whether the bid is submitted electronically or by paper means. Interested bidders should refer to the RFP Depot website for further information.
- 20.6 Electronic Signature—Connecticut Uniform Electronic Transaction Act. If and to the degree that the City accepts electronic signatures in connection with bids, such information will be published on the City's purchasing website, such procedure will be in compliance with the Connecticut Uniform Electronic Transactions Act, Chapter 15, Sec. 1-268 et seq. of the Connecticut General Statutes.

Insurance Requirements

Applicability: Insurance requirements for a specific bid will be set forth in the Instructions to Bidders or in a Bid Supplement. Where insurance requirements have not been specified, the City's minimum insurance requirements are as follows:

- Commercial General Liability Insurance (CGL) as specified below.
- If a vendor may use vehicles in connection with the performance of a contract, the City also requires Commercial Auto Liability Insurance (CAL) as specified below.
- If a vendor may use employees or temporary help in connection with the performance of a contract, the City also requires Workers Compensation Insurance (WCI) as specified below.
- If a vendor will render professional services of any kind (architect, engineer, health professional, legal, CPA/auditor, licensed consultant, etc.) in connection with the performance of a contract, the City also requires Professional Liability Insurance (PLI) as specified below.

Exception: Members of Target Groups or SBEs identified in the City's Small Business Enterprise ordinance, Chapter 3.12.130 of the Bridgeport Municipal Code, as amended from time to time, who are certified or approved by the City, may be entitled to reduced insurance requirements as specified below or in any Official Policy approved by the administrator of the City's SBE Program.

General Provisions:

The following terms and conditions apply to all required insurance unless the City's Risk Manager agrees otherwise:

All insurers must have a minimum A.M. Best Rating of A- VII, or similar rating otherwise acceptable to the City's Risk Manager.

All certificates must be originals, on ACORD 25 form reflecting per-project aggregate, in form and content acceptable to the City, executed by authorized agent or insurer naming the City as additional insured (except WCI and PLI coverages) as follows: City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns, ATIMA, 45 Lyon Terrace, Bridgeport CT 06604, Attention: Purchasing Department.

Agent or Insurer must complete Insurance Agent Certification (attached) confirming that the coverages provided meet the requirements of the bid prior to final contract award and prior to the start of any contract work. The vendor's name on the insurance certificate must be identical to the vendor's name on the contract.

All agents or insurers must give the City at least 30 days' written Notice of Cancellation, non-renewal or material change, except for non-payment of premium for which a 10-day written notice is acceptable. Endorsements, exclusions and deductibles not typical for other insureds in similar situations or different than typical industry standards must be disclosed in writing prior to final contract award.

All policies shall be primary and non-contributory with respect to any coverage carried by the City.

Vendor shall be responsible for all deductibles and Self-insured Retentions.

All exclusions or restrictions of coverage not found in standard policies must be identified.

All insurance must be effective on or before work commences and must continually remain in effect throughout the duration or performance of the contract and throughout any guarantee period.

Vendor is responsible to ensure that all of its subcontractors procure and maintain insurance that meets all of the City's requirements.

All certificates of insurance and renewals must refer to the assigned bid number and be forwarded to the Purchasing Agent.

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)*

Minimum Limits:

	<u>Typical Contract</u>	<u>SBE/Target Group Contracts Up to \$500,000</u>
General Aggregate	\$5,000,000	\$2,000,000
Products and Completed Operations Aggregate	\$5,000,000	\$2,000,000
Personal and Advertising Injury	\$2,000,000	\$1,000,000
Per Occurrence	\$2,000,000	\$1,000,000

* All limits may be primary or a combination of primary and excess policies; higher limits may be required when increased risks are possible

Provisions / Endorsements

1. Aggregate Limits must apply on a Per Project basis.
2. Waiver of Subrogation in favor of the City must apply.
3. Coverage to be on an Occurrence Form.

Exceptions: Higher limits and additional endorsements may be required in the following situations (refer questions to Risk Manager):

- l Any activity on or near water
- l Any work involving environmental evaluation, testing and clean-up (including lead and asbestos abatement, demolition, testing and replacing fuel tanks)
- l Hazardous and household waste collection, recycling or disposal
- l Blasting and demolition
- l Any handling of City funds, collection of funds owed to City, access to real property of citizens or third parties
- l Sale or serving of alcoholic beverages
- l Construction activities, including pre-construction activities, new construction, repair, renovation, surveying, testing, excavation, use of scaffolding or rigging
- l Architectural design, engineering, testing, accounting, auditing, and other professional services requiring a license

COMMERCIAL AUTO LIABILITY INSURANCE (CAL)

Minimum Limits:

	<u>Typical Contract</u>	<u>SBE/Target Group Contracts Up to \$500,000</u>
Minimum Combined Single Limit	\$1,000,000	\$500,000
Coverage to apply to:		
All Vehicles		
All Owned Vehicles and temporary substitutes		
Hired and non-owned vehicles		

Depending on the contract, the following additional coverages may be required (refer questions to Risk Manager):

- Garage Liability
- Auto Pollution Endorsement (CA 9948 or equivalent)
- MCS-90 Endorsement

WORKERS COMPENSATION INSURANCE (WCI)

Connecticut Statutory Limits

Employer's Liability:

	<u>Typical Contract*</u>	<u>SBE/Target Group</u> <u>Contracts Up to \$500,000*</u>
Each Occurrence	\$1,000,000	\$500,000
Disease – Each Employee	\$1,000,000	\$500,000
Disease – Policy Limit	\$1,000,000	\$500,000

*Lower Employer's Liability Limits are acceptable if any umbrella policy extends over this coverage.

Waiver of subrogation in favor of the City may be required in situations where vendor's employees or temporary help may be present on City property on a regular basis.

PROFESSIONAL LIABILITY:

Coverages must be determined on a case-by-case basis by the Risk Manager.

RISK MANAGER: Questions for the City's Risk Manager shall be referred to the Purchasing Department (203) 576-6171.

INSURANCE AGENT CERTIFICATION**Bid No.** _____ **Bid Description:** _____**Vendor Name:** _____

To: Purchasing Department
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604 Fax No. 203-576-8421

Dear Sir or Madam:

The undersigned hereby certifies that the following statements are true, correct and complete and are made to induce the City of Bridgeport to award a contract to the above vendor, as follows:

1. I am a duly-licensed insurance agent in the State of Connecticut or an authorized representative of the insurance company provided coverage under the ACORD form submitted with this certification.

2. I have read the terms of any indemnification provision related to this bid, but make no representation as to the applicability of any insurance protection to such provision.

3. The insurance requirements required by the bid specifications meet or exceed the coverages required, except as follows (list exceptions or state NONE):

4. The policies listed in the ACORD form submitted with this certification have been issued to the insured in the amounts stated and for the periods indicated.

5. The undersigned will provide the City thirty (30) days' prior written Notice of Cancellation, non-renewal or material change, except for non-payment of premium for which a 10-day written notice is acceptable.

6. As to any requirement for Workers Compensation insurance, list the mods for the current year and two (2) years prior:

Current Year: _____

Year prior: _____

2 Years prior: _____

7. There are no endorsements, exclusions or deductibles not typical for other insureds in similar situations or different than typical industry standards, except as follows (list same or state NONE):

Sincerely yours,

Date:

Agent or Insurer

Name: _____

Title: _____

Duly-authorized

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, LLC or Individual)

(Name of Surety)

(Address of Surety)

_____ hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

_____ hereinafter called Owner, in the penal sum of

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the consideration of:

(continued on page 2)
(Payment Bond - page 2)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Principal

By

(Address)

By

Surety

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is a Partnership, all partners should execute bond.

IMPORTANT – For federally-funded projects, surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Connecticut.

(Effective November 1, 2006)

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Whereas, the City Council approved the Small Business Enterprise Program in the Fall of 2005 in an effort to increase the use of minority contractors in the awarding of contracts by the city of Bridgeport; and

Whereas, at the time of passage the council had serious reservations about the impact that the ordinance would have on the increase of participation; and

Whereas, the goals recommended by the consulting firm that completed the disparity study seemed woefully inadequate based on a similar study conducted by the same consulting firm for the city of New Haven using the same geographical definition of available contractors in New Haven and Fairfield Counties; and

Whereas, the goals contained in the adopted ordinance appear extremely low when compared to the city of New Haven, Hartford and other large urban centers in the state of Connecticut; and **Now, therefore**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances Chapter 3.12 Equal Opportunity Requirements for Contractors, Section 3.12.130 Small Business Enterprise Program, is hereby amended as follows.

3.12.130 Small business enterprise program.

A. Purpose. The purpose of this chapter is to:

1. Recognize the findings of the Disparity Study dated March 2005 conducted at the city's request;
2. Implement a race and gender-conscious program to correct historic discrimination in contracting for those groups identified in the disparity study;
3. Create a sheltered market program to benefit small, Bridgeport-based businesses by providing a pool of contracts for which they can compete on a fair basis; and
4. Take steps to reduce or eliminate aspects of the city's contracting process that pose the greatest difficulties for small businesses and hinder their participation, prosperity and growth.

B. Definitions. All capitalized terms not defined in this chapter shall have the meanings assigned to them in Section 3.08.070, Purchasing procedure, unless the context otherwise requires.

1. "African American" means an African American as defined in the R.C.S.A. applicable to the Connecticut Department of Public Facilities or Department of Transportation, as such regulations may be amended or replaced with a similar provision from time to time.

2. "Asian American" means an Asian American as defined in the R.C.S.A. applicable to the Connecticut Department of Public Facilities or Department of Transportation, as such regulations may be amended or replaced with a similar provision from time to time.

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3. "City contract" for purposes of this chapter means any contract, purchase order, bid or quote for a contract or arrangement involving construction (including new construction, rehabilitation, demolition and sitework), architecture and engineering, professional services and goods and nonprofessional services in the amount of five hundred thousand dollars (\$500,000.00) or less.

4. "Contractor" means a small business enterprise, as defined in this chapter, whether a corporation, partnership, joint venture, limited liability company or sole proprietorship.

5. "Disadvantaged business enterprise" or "DBE" means a disadvantaged business enterprise as defined in the R.C.S.A. applicable to the Connecticut Department of Public Facilities or Department of Transportation, as such regulations may be amended or replaced with a similar provision from time to time.

6. "Evaluation credits" mean the city system established by the program administrator for the assignment of incentive points to target groups when scoring their proposals so that their competitive disadvantage can be balanced in regard to nontarget groups.

7. "Formal" means contracts are those city contracts under five hundred thousand dollars (\$500,000.00) that are required to be publicly advertised under Section 3.08.070 of this code.

8. "Hispanic American" means a Hispanic American as defined in the R.C.S.A. applicable to the Connecticut Department of Public Facilities or Department of Transportation, as such regulations may be amended or replaced with a similar provision from time to time.

9. "Industry coding" means the assignment of industry classification codes to city contracts at the time of contract award to facilitate notice of bids, bidding compliance, monitoring and enforcement activities.

10. "Informal" means contracts are those city contracts under twenty-five thousand dollars (\$25,000.00) that are not required to be publicly advertised under Section 3.08.070 of this code.

11. "Jobs funnel" means a community effort to provide opportunities for low and moderate income Bridgeport residents to receive job training and education related to identifying, training and retaining qualified workers in the construction and other industries.

12. "Minority business enterprise" or "MBE" means a minority-owned contractor as defined in the R.C.S.A. applicable to the Connecticut Department of Public Facilities or Department of Transportation, as such regulations may be amended or replaced with a similar provision from time to time.

13. "Outreach and marketing program" means a program to attract and promote new contractors in the city contracting process, including soliciting businesses to become city contractors, advertising contracting opportunities, hosting open houses and networking events, arranging training opportunities, partnering with agencies and organizations interested in fostering small business enterprises, and the like.

14. "Program administrator" means the chief administrative officer or his designee, which can include an implementation group, a consultant experienced in minority business development, and/or representatives from industry, the Bridgeport business community, minority business organizations, and other stakeholders in the process.

15. "Project labor agreement" or "PLA" means one (or more) agreements sought for and arranged by the city on appropriate projects or programs such as the new schools construction program to ensure the creation of trade apprenticeships, other job opportunities for Bridgeport residents, and coordination with the goals of this chapter.

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16. “Prompt payment directive” means the city’s prompt payment process for all prime contractors and small business enterprises to ensure that payment of complete invoices will be made in a maximum of thirty (30) days.

17. “Qualified contractor” means a contractor that has been certified pursuant to the R.C.S.A. applicable to the Connecticut Department of Administrative Services or pursuant to any other city contractor certification program developed by the program administrator.

18. “R.C.S.A.” means Regulations, Connecticut State Agencies.

19. “Sheltered market program” means a program developed by the program administrator or his designee that creates a pool of city contracts for small local business enterprises that ensures fair competition based upon the type of industry and the size of each company.

20. “Small business enterprise” or “SBE” means a small business enterprise contractor that is either a minority business enterprise, women business enterprise, or disadvantaged business enterprise as defined in the R.C.S.A. applicable to the Connecticut Department of Public Facilities or Department of Transportation, as such regulations may be amended or replaced with a similar provision from time to time.

21. “Small local business enterprise” or “SLBE” means a small business enterprise having a principal office in Bridgeport for at least twelve (12) months prior to seeking a city contract, a business license, fewer than twenty (20) employees, and otherwise qualified under rules developed by the program administrator or his designee.

22. “Subcontractor substitution” means the requirement that a prime contractor, who is required to list the names of subcontractors at the time of bid or proposal submission, obtain the program administrator’s written consent, after written notice to the subcontractor, who shall have a right to be heard, to replace or substitute such subcontractor on a city contract for good cause shown in accordance with a process established by the program administrator.

23. “Target groups” means those racial or gender groups that experienced historic discrimination in city contracting to such a degree that this chapter provides race and gender-conscious remedies.

24. “Utilization reports” means those reports required by the program administrator to track all phases of the small business enterprise program established by this chapter.

25. “Voluntary programs” mean those program activities described in this chapter and other activities implemented in the future that are designed to encourage and develop small business enterprises and Bridgeport SLBEs, provided that such activities are legally permissible without the need to establish historic discrimination and are essentially neutral as to all types of small business enterprises, including but not limited to the creation of a sheltered market program, the adoption of project labor agreements, the creation of a jobs funnel, etc.

26. “Waiver” means a written showing, satisfactory to the program administrator, that the prime contractor’s good faith efforts to identify a contractor in a target group, as required by this chapter, either did not result in contractors in the target group bidding for the work in spite of the prime contractor’s outreach efforts conforming to the letter and spirit of this chapter.

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27. “Women business enterprise” or “WBE” means a women-owned business enterprise contractor as defined in the R.C.S.A. applicable to the Connecticut Department of Public Facilities or Department of Transportation, as such regulations may be amended or replaced with a similar provision from time to time.

C. Establishment of Race and Gender-Conscious Remedies.

1. Formal Prime Contract Remedies. Since formal city contracts awarded to prime contractors are often awarded on the basis of qualifications-based selection processes under Section 3.08.070 of this code, no specific percentage of city contracts is reserved for target groups but another remedial action will be taken. The program administrator will develop a fair and reasonable system to assign evaluation points to target groups when scoring qualifications-based proposals so that evaluation of contractors in the target groups can compete with and not be at a competitive disadvantage with regard to contractors in nontarget groups. For purposes of this subsection, the target groups that should receive evaluation credits are:

a. City contracts for construction: African Americans, Hispanic Americans, minority business enterprises, and minority female and Caucasian female minority business enterprises.

b. City contracts for architecture and engineering: Asian Americans, Hispanic Americans, and Caucasian females.

c. City contracts for professional services: Asian Americans, Hispanic Americans, Caucasian females, minority business enterprises, and minority female and Caucasian female minority business enterprises.

d. City contracts for goods and nonprofessional services: African Americans, Caucasian females, minority business enterprises, and minority female and Caucasian female minority business enterprises.

e. For the above identified underutilized target groups the goal of 25% is established.

2. Informal Prime Contract Remedies. Since informal city contracts awarded to prime contractors are not usually publicly advertised and tend to be awarded by individual contract officers after informal quotes are obtained, small business enterprises do not participate sufficiently in city contracts to the extent that they can build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city’s tax base. The program administrator shall implement due diligence criteria for contracting officers and standardize the process for identifying, documenting and selecting target groups to minimize discretionary practices among contracting officers. For purposes of this subsection, the target groups are:

a. City contracts for construction: African Americans, Hispanic Americans, and minority business enterprises.

b. City contracts for architecture and engineering: Hispanic Americans, Caucasian females, minority business enterprise, and minority female and Caucasian female business enterprises.

c. City contracts for professional services: African Americans, Asian Americans, Hispanic Americans, Caucasian females, minority business enterprises, and minority female and Caucasian female minority business enterprises.

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d. City contracts for goods and nonprofessional services: African Americans, Caucasian females, minority business enterprises, and minority female and Caucasian female minority business enterprises.

e. For the above identified underutilized target groups the goal of 25% is established.

3. Subcontracting Disparity in the Construction Industry. The disparity study found that only African Americans were significantly underutilized as subcontractors in the construction industry and this group constitutes the target group for purposes of this subsection. The city's remedial action is to establish a 25% goal for African American Contractors in the award of construction subcontracts as a percentage of the dollar value of the entire construction contract award. The program administrator will create a registration system that will collect business information, construction trade classification, size, capacity and other characteristics for African American Contractors. City contracts reserved for African American Contractors shall be based on such registry and shall be revised on an annual basis to accommodate the registration of new African American Contractors in the construction trades. The inability of a prime contractor to meet the 25% goal may be permitted only upon the granting of a waiver from the program administrator. If a waiver is not granted, all or portions of the work shall be re-bid if feasible and practical or shall be assigned by the program administrator to contractors previously identified and participating in the program created by this chapter. This goal shall be revisited in ten years from the date of passage of this chapter.

4. Sheltered Market Program for SLBEs. Since informal city contracts awarded to prime contractors are usually not publicly advertised and tend to be awarded by individual contract officers without adequate guidelines and monitoring, small local business enterprises do not participate in city contracts to the extent that they can build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. The remedy for this situation is the creation of a sheltered market program in which twenty-five (25%) percent of city contracts will be reserved for SLBEs as a percentage of the dollar value of the entire contracts that will be awarded in a fiscal year. In order to identify the SLBEs interested in obtaining city contracts, the program administrator will create a registration system that will collect SLBE business information, industry classification, size, capacity and other characteristics. The city contracts reserved for SLBEs shall be based upon such registry and shall be revised on an annual basis to accommodate the registration of new SLBEs. All SLBEs on the registry shall receive procurement notices for the city contracts reserved in their industry classification and according to their capability.

D. Establishment of Best Practices. For purposes of implementing race and gender-neutral programs, the program administrator will ensure that best management practices are employed to improve SBE access to and participation in city contracts. The following practices focus on pre-award and post-award efforts and are intended to benefit all SBEs interested in contracting with the city. Best practices include, but are not limited to, the following:

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1. Identification of Specific Subcontractors Required in Bids; No Substitutions Without City Consent. All bids and proposals for formal and informal city contracts must identify subcontractors and the value of each such subcontract. Subcontractor substitution shall not be permitted except in accordance with this chapter.
2. Creation of a Uniform System for Posting Procurement Notices. The program administrator shall establish a uniform system for posting notices of city contracts that includes website posting, fax notification, email notification and any combination thereof with other methods. Sufficient time should be permitted between bid posting and bid opening so that prime contractors are able to make good faith efforts to recruit MBE subcontractor participation.
3. Unbundling of City Contract Opportunities into Smaller Contracts Where Feasible. Where practical and feasible, contracting officers seeking to award city contracts should make every effort to unbundle contracts in a way that maximizes the ability of SBEs to participate as subcontractors or as prime contractors in accordance with their industry classification and capacity.
4. Revising Bonding Requirements. The program administrator shall develop a policy to reduce or eliminate to the extent practical and feasible the bonding requirements for city contracts so that they do not constitute an unreasonable obstacle for SBEs to participate in city contracts.
5. Phase Subcontractor Bonding and Retainage Requirements. When practical and feasible, an SBE's performance bond, where required by a bid or by a prime contractor, and its retainage shall be released upon completion of its portion of the city contract and the city's satisfaction with it.
6. Adopt a Prompt Payment Directive. The program administrator shall work with necessary city departments to develop a prompt payment directive that prioritizes speedy payments to contractors.
7. Adoption of Protest Procedures. SBEs who wish to challenge a bid or city contract award shall use the bid protest procedures adopted by the board of public purchases pursuant to Section 3.08.070 of this code.
8. Preparation of Utilization Reports on a Regular Basis. In order to determine the level of success and address any problems that may result in the implementation of the program described in this chapter, the program administrator shall prepare quarterly utilization reports at the end of the months of October, January, April and July in each fiscal year for submission and review by the mayor and the city council.
9. Outreach and Marketing Program. The program administrator shall develop an outreach and marketing program that includes developing a tag line and print materials for an outreach campaign, creating procedures for distributing forecasts of contracting opportunities, developing arrangements with public and private agencies and organizations to disseminate information about the program described in this chapter, and conducting annual program monitoring and evaluation.

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E. Priority of Federal and State Minority Business Award Criteria. Often, the federal and state governments adopt their own criteria for awarding contracts to SBEs, MBEs, WBEs and DBEs when federal and state dollars, respectively, are used to procure the products or services desired. Recipients of federal and state funds are often required to implement measures to ensure equitable contracting whether a disparity was found or not. Therefore, notwithstanding anything contained in this chapter to the contrary, any requirements of federal or state governments relating to the award of contracts to SBEs, MBEs, WBEs or DBEs shall govern over any inconsistent provision of this chapter.

F. Implementation Timetable. The program administrator has discretion to determine the applicability of this chapter to city contracts that are close to being awarded and those that will be awarded soon after passage for purposes of feasibility and practicality. The chapter shall be fully applicable on January 1, 2006. (Ord. dated 11/7/05)

APPROVED BY THE
BRIDGEPORT CITY
COUNCIL ON:

April 3, 2006

ATTEST:

FLEETA C. HUDSON
CITY CLERK

APPROVED BY MAYOR
JOHN M. FABRIZI
ON:

April 3, 2006

ATTEST:

JOHN M. FABRIZI
MAYOR

PUBLISHED IN
CONNECTICUT
POST ON:

ATTEST:

FLEETA C. HUDSON
CITY CLERK

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the

undersigned _____ as Principal, and

_____ as Surety, are hereby held and firmly

bound unto _____ as Owner in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____ 20____

The condition of the above obligations such that whereas the Principal has submitted to

_____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE, if said Bid shall be:

1. rejected, or in the alternate,
2. accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

(continued on page 2)
(Bid Bond - page 2)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT – For federally-funded projects, surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut.

INVITATION TO BID**DEPARTMENT OF PUBLIC PURCHASES**

City Hall - Room 324
45 Lyon Terrace
Bridgeport, Ct 06604
(203) 576-7291

SEALED BIDS will be received by the Purchasing Agent on the following until
2:00 p.m., Thursday, February 22, 2007

Barbara J. Quimby, Buyer

Bid #CDB1372 - Medical Records Storage System

January 24,

2007

Two (2) separate, sealed bids for **Medical Records Storage System at Southwest Community Health Center, 1046 Fairfield Avenue, Bridgeport, Ct.**, will be received by the Department of Public Purchases, City Hall, 45 Lyon Terrace, Room 324, Bridgeport, Ct., until **2:00 p.m., Thursday, February 22, 2007** and then publicly opened.

The intent of the Invitation for Bid is to obtain pricing to furnish & install storage system for medical records at the Southwest Community Health Center, 1046 Fairfield Avenue, Bridgeport, Ct., for the City of Bridgeport, Department of Housing and Community Development Agency, City Hall Annex, 999 Broad Street, 2nd floor, Bridgeport, Ct 06604.

Copies of specifications may be obtained at the Department of Housing and Community Development Agency, City Hall Annex, 999 Broad Street, 2nd floor, Bridgeport, Connecticut after January 31, 2007 free of charge.

All bidders are encouraged to set up a site visit for a tour of the areas and make themselves familiar with conditions at each site and to determine the scope of the job, as no allowances will be made for errors in judgment and omissions.

It will be the responsibility of the vendor to visit the site. Please call Tom Krause at (203) 330-6000 Extension 21 set up an appointment.

For further information, please contact George Eads at (203) 576-8219, e-mail eadsg0@ci.bridgeport.ct.us or fax (203) 332-5568.

Bidder must comply with the following:

- Ø Include a ten (10%) percent bid bond, or a certified check, made payable to the City of Bridgeport or letter of credit with your bid submission, if the amount of your bid is **\$50,000.00 or over**.
- > Must include executed bidder information form 3.08.070B if the contract dollar amount is \$25,000.00 or higher.
- Ø Successful bidder must post a performance bond for 100% of the contract price if the contract Dollar amount is \$50,000.00 or higher.
- Ø Certificates of Insurance required **shall** be furnished to the Department of Public Purchases, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604 and must be shown as issued to the City of Bridgeport as additional insured.
- Ø The undersigned bidder shall be bound and obligated to perform and subscribe to all aspects, terms and conditions of the attached **"Instructions to Bidders" (pgs. 1-4)**

- Ø All bidders **shall** check city website regularly to see if any addendums are issued.

- Ø Prevailing wages are required on this project, according to the City of Bridgeport Ordinances Section 3.08.120. For information regarding prevailing wages, please call Dennis Scinto, Contract Compliance Officer @203-576-8227.

- Ø It **shall** be the responsibility of the bidder, if they are the apparent low bidder, to register their company on-line @ www.ci.bridgeport.ct.us click on "Vendor Registration" which will then take you to "RFP DEPOT".

- Ø This bid may require compliance with the SBE Ord. 3.12.130. For further information call Deborah Caviness, Mayoral Aide @ 203 576-7201 (attachment).

The City of Bridgeport reserves the right to

- Ø Reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of the City of Bridgeport.
- Ø Verify payment of all real and personal property taxes by the Contractor prior to the award of any contract renewal.
- Ø The City reserves the right to add or delete quantities as required by the City.
- Ø Make awards not based solely on low bid when time is a critical factor.
- > Reserves the right to reject any or all bids or to decline to make an award.
- Ø Award a contract resulting from the solicitation to the responsible vendor(s) whose offer, conforming to the solicitation, will be most advantageous to the City of Bridgeport in terms of cost, price, and other factors specified elsewhere in this solicitation, considered under a Best Value Analysis as provided by City ordinance.

Firm price for the length of the bid unless there is a materially dramatic and reasonably unanticipated change in the market. The City of Bridgeport may entertain a request for a price change (increase or decrease) upon a written request submitted together with details of reasoning and accompanied by supporting documentation to substantiate the request. If the City of Bridgeport agrees to a price change, but the amount of the change is in dispute, the price may then be negotiated with the Department of Housing & Community Development with input from the Purchasing Agent.

No bidder shall furnish goods, service, or construction under the Contract award until a purchase order has been issued by the Purchasing Department.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

Bid Submission: Sealed bids must be received and time-stamped by the Purchasing Department prior to bid closing time. No bid received after bid-closing time will be considered.

Mark your envelope: Bid #CDB1372 - Medical Records Storage System

Late Bids: It shall be the sole responsibility of the bidder to pay for any type of delivery service charge, and to

see that the Office of the Purchasing Agent receives his/her bid on time. The clock used shall be the Purchasing Agent's official date and time stamp clock. The City does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service.

If your envelope is not marked accordingly, the City will not assume responsibility.

COMPANY NAME

DATE

ADDRESS

NAME OF OFFICER CO/CORP
(Please print)

TELEPHONE

AUTHORIZED SIGNATURE

FAX

OFFICAL SIGNATURE

DATE

CONTRACT AWARD SIGNATURE

EMPLOYERS FEDERAL I.D. NUMBER OR
SOCIAL SECURITY NUMBER

-
-

BID FORM

It is the City of Bridgeport's policy to reduce current and future business costs wherever possible.

I will furnish all labor, materials, equipment and services necessary to perform the work required for the Base Bid package in accordance with bid documents. This job is to be bid as a complete turnkey operation, meaning any area addressed in scope of work.

Lump Sum Total:

_____Dollars(\$_____)

(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control)

In submitting this bid, I agree as follows:

That the Bid Bond or Bid Security submitted with this bid may be forfeited to the City of Bridgeport as fair and reasonable compensation for failure to execute the Contract, if awarded.