

INVITATION TO BID

Sealed bids for Project Number **BI-CTC-469, HVAC/ENERGY PROJECT, ASUNTUCK COMMUNITY COLLEGE, ENFIELD, CT**, will be received in the Facilities Planning Department (3rd Floor) of the Connecticut State Colleges & Universities Board of Regents for Higher Education, 61 Woodland Street, Hartford, CT 06105 until **3:00 PM EST on Wednesday, May 23, 2013** and thereafter publicly opened and read aloud.

As security, each bid must be accompanied by a Certified Check payable to the Treasurer of the State of Connecticut, OR the bid must be accompanied by a Bid Bond, AIA Form A-310, having as surety thereto such Surety Company or Companies as are authorized to do business in this State for an amount not less than 10% of the Bid. The awarding authority reserves the right to waive technical defects or to reject any and all bids.

Performance and Payments Bonds shall be furnished by the successful bidder awarded the contract in an amount of 100% of the Contract Sum.

A mandatory pre-bid site inspection/walk-through will be held at the project location on Wednesday, May 8, 2013 at 10:00 a.m.

PLANS AND SPECIFICATIONS may be obtained as of **Friday, May 3, 2013** at **Joseph Merritt & Company, 650 Franklin Avenue, Hartford, CT (860) 296-2500** Connecticut State Colleges & Universities Board of Regent for Higher Education. A non-refundable fee of \$125.00 per set of plans and specifications is required in the form of a company check, payable to: **The Board of Reents for Higher Education.**

PREVAILING WAGE RATES: Prevailing wage rates apply to this project. See Article 01014 of The Supplementary General Conditions.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES: The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60, 4a-60g, and 46a-71(d) of the Connecticut General Statutes. The contactor who is selected to perform this state funded project must file and receive an approved plan by the Commission on Human Rights and Opportunities prior to the commencement of construction. This project is

therefore subject to the state set-aside goals of 25% SBE and 6.25% MBE on the entire state contract amount. The contractor selected to perform this state funded project is therefore encouraged to solicit bids from subcontractors and/or vendors who are currently certified as a minority own business, a disabled owned business, a woman owned business and/or a small business under the Department of Administration Services' Supplier Diversity Program.

CONTRACTOR'S INSURANCE: Requirements for insurance coverage for the successful bidder are as outlined in THE GENERAL CONDITIONS OF THE CONTRACT. Certificates of coverage for the required insurance shall be submitted to the Owner prior to commencing the Work.

EXECUTIVE ORDERS NOS. 3, 7C, 14, 16, AND 17: Bidders are advised that the contracts for this project shall be subject to:

Executive Order No. 3: This contract may be subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive Orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.

Contract Documents consist of the PROJECT MANUAL containing the INSTRUCTIONS TO BIDDERS, BID FORM, THE GENERAL CONDITIONS OF THE CONTRACT, SUPPLEMENTARY GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS SECTIONS as are found bound together and the DRAWINGS, both titled "**HVAC/ENERGY PROJECT, ASNUNTUCK COMMUNITY COLLEGE**", and DATED **April 26, 2013**.

Questions may be addressed until Tuesday, May 21, 2013 to:

Architect: Kevin Kerchaert, Tecton Architects, pc, (860) 548-0802

Project Manager: Yolanda Hacia, (860) 244-7732.

Board of Regents College Representative at Asnuntuck Community College: Joseph Muller, (860) 253-3055

SCOPE OF WORK

The Work of this contract includes, but is not limited to the following:

The Project consists of selective demolition, Mechanical, Electrical and Plumbing (MEP) system replacements and upgrades including a new chiller, the replacement/installation of HVAC systems in selected spaces, including new split AC units IDF Rooms at Asnuntuck Community College. This includes removal of and replacement of existing lay-in acoustic ceilings and/or portions thereof as well as removal and reinstallation of existing light fixtures in affected areas.

The Work includes associated relocation/revisions to the existing mechanical, electrical, plumbing and fire protection systems, patching/repairing existing roofing where new penetrations and rooftop equipment are installed. The Work also includes limited exterior and site work associated with the installation of the AC units on-grade.

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- A. Definitions set forth in the General Conditions of the Contract for Contract for Construction are applicable to these Instructions to Bidders.
- B. Bidding documents include the Instructions to Bidders, Bid Form and Contract Documents including any Addenda issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

2. EXAMINATION OF BIDDING DOCUMENTS

Each bidder shall examine the bidding documents carefully and, not later than five days prior to the date for receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Architect.

3. ADDENDA

- A. Prior to the receipt of bids, Addenda will be mailed or delivered to each firm or person recorded by the Architect as having received a complete set of bidding documents. Addenda issued after receipt of bids will be mailed or delivered only to the selected bidder.
- B. Bidders shall acknowledge receipt of Addenda on the Bid Form.

4. BID PREPARATION

- A. Bids shall be made upon the BID FORM included with these Specifications. Fill in all blanks on the BID FORM clearly with typewriter or ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Signature shall be in longhand by a principle duly authorized to sign contracts; the signature shall be accompanied by the corporate seal impression if bid is by a corporation. Bids shall contain no alterations or recapitulation of the Work.

INSTRUCTIONS to BIDDERS

- B. Bids shall be prepared and submitted in accordance with these Instructions to Bidders, and all blank spaces shall be fully filled in. The total amount shall be stated in words as well as figures. In case of a difference in written words and figures on the Bid Form, the amount stated in written words shall govern.
- C. Enclose the Bid Form in an opaque envelope, bearing the legend:

**BID PROPOSAL
PROJECT NO. BI-CTC-469
HVAC/ENERGY PROJECT
ASNUNTUCK COMMUNITY COLLEGE**

NAME AND ADDRESS OF BIDDER

- D. Enclose a copy of the bidder's prequalification certificate issued by DAS (PA 03-245) showing that the bidder has the prequalification classification(s) and aggregate work capacity rating required under such contract. In addition to the documents required in the bid, an update statement must be included.
- E. Enclose a completed and signed Contractors Wage Certification Form and Gift Affidavit as defined in Section 2 of Public Act 04-245.
- F. Enclose completed and signed State Elections Enforcement Commission Form "SEEC Form 10" (copies provided with Bid Form) and have these forms on file with the State's Election Enforcement Commission as per Connecticut General Statute 9-333.

5. BID SECURITIES

- A. As security, each bid must be accompanied by a Certified Check payable to the *Treasurer of the State of Connecticut*, or the bid must be accompanied by a BID BOND, AIA Form A-310, and having as surety thereto such Surety Company or Companies as are authorized to do business in this State for an amount not less than 10% of the Bid.
- B. On award of contract, Performance and Payments Bond will be required in an amount of 100% of the contract amount.
- C. Bonds shall be submitted only on these forms:

Performance Bond:	AIA Document A312
Payment Bond:	AIA Document A312
- D. Bidder shall require attorney-in-fact who executes required bonds on behalf of the surety, to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power.

INSTRUCTIONS to BIDDERS

6. BIDDER'S REPRESENTATION

- A. Each bidder by making his bid represents:
- 1) That he has read and understands the Instructions to Bidders.
 - 2) That he has carefully examined all bidding documents pertaining to the Project.
 - 3) That he has visited the site and familiarized himself with the local conditions under which the Work is to be performed, including pertinent state and local codes and the conditions of labor and material markets.
 - 4) That he has made allowance in his bid for all Work and all contingencies.
 - 5) That he has a prequalification certificate for projects costing \$500,000 or more and in addition to the documents required in the bid, an update statement must be included.
 - 6) That he has a signed Gift Affidavit that accompanied the bid.
 - 7) That he has completed Form SEEC 10.

7. BID RECEIVING

- A. Sealed bids will be received in accordance with the Invitation to Bid included in the Project Specifications.
- B. No oral or telephonic bids or modifications will be considered. No telegraphic bids will be considered but modifications by telegraph of bids already submitted will be considered if received prior to time set for bid receiving.
- C. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the advertisement or Invitation to Bid, or prior to any extension thereof issued to the bidders.

8. BID WITHDRAWAL

- A. A bid may be withdrawn on written or telegraphic request received by the Architect from bidder prior to time fixed for bid receiving.
- B. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) days after the opening time of bids.

9. SUBMISSION OF POST-BID INFORMATION

- A. Upon request by the Architect, the selected bidder shall within ten (10) days thereafter submit the following:
1. A detailed breakdown of the lump sum bid.
 2. A designation of the Work to be performed by the bidder with his own forces.
 3. A list of names of the Subcontractors proposed for the principle portions of the Work and other persons or organizations who are to furnish material or equipment fabricated to a special design. The bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Prior to the award of the Contract, the Architect will notify the bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner or Architect has a reasonable and substantial objection to any person or organization, the bidder shall submit an acceptable substitute along with the difference in cost, if any, occasioned thereby. If the bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution the Owner may, at his discretion (1) accept the increased bid price or (2) disqualify the bidder. Subcontractors and other persons and organizations proposed by the bidder and accepted by the Owner and Architect must be used on the Work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.

10. AWARD OF CONTRACTS

Contracts will be awarded as soon as possible but not more than sixty (60) days after receipt of bids provided qualifications and financial responsibility of the bidder and his subcontractors, and the time of completion are acceptable to the Owner. The Owner reserves the right not to award to the lowest bidder.

11. REJECTION OF BIDS

- A. The bidder acknowledges the right of the owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

INSTRUCTIONS to BIDDERS

- B. No bidder shall be interested in more than one bid. Collusion among bidders shall be cause for rejection of all such bids without consideration.

12. RETURN OF BIDDING DOCUMENTS

Each successful bidder shall retain in his possession all sets of drawings and specifications obtained by him for bidding purposes. Additional sets of documents required for official execution of the contract and for construction purposes, including those retained by the successful bidders, will be furnished as set forth in the Supplementary General Conditions. Any extra sets requested by the bidders will be supplied at actual cost.

13. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise provided in the Bidding Documents, the Agreement for the work will be written on the "Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum", AIA Document A101.

14. STATE REGULATIONS

A. Executive Orders Nos. 1, 3, 17, 16, and 7C

Bidders are advised that the contracts for this project shall be subject to Executive Order Number 1 regarding ethics compliance dated July 1, 2004 in accordance to Public Act 04-245 which requires disclosure affidavits. Executive Order Number 3 regarding nondiscrimination promulgated June 6 1971, and to the guidelines and rules of the State Labor Commissioner implementing said Executive Order. Executive Order Number 17, promulgated February 15, 1973, requiring contractors and sub-contractors to list employment openings with the Connecticut State Employment Service. Bidders are further advised that the contracts in connection with this project shall be subject to Executive Order No. 16, regarding Violence in the Workplace Prevention Policy promulgated August 4, 1999 requiring contractors and sub-contractors to adopt such Policy. Executive Order No 7C regarding Integrity in State Contracting promulgated on July 13, 2006, where the State Contracting Standards Board may review any contract and recommend to the State Contracting Agency, termination of contract for cause.

Said documents are incorporated herein and made a part hereof as though fully set forth herein. Bidders may receive copies of these documents upon request.

B. Public Act 03-215 – An Act Concerning State Construction Contracts

In accordance with Public Act 03-215, beginning October 1, 2004 General Contractors are required to obtain a prequalification certificate from the Department of Administrative Services (DAS) before they can bid on any contract for construction, reconstruction, alteration, remodeling, repair or demolition of any public building which is estimated to cost more than five hundred thousand dollars (\$500,000) and is paid for, in whole or in part, with state funds.

C. Connecticut General Statute 9-333

Bidders are advised that contracts for this project shall be subject to Connecticut Statute 9-333 concerning Campaign Financing. The specific contents of CT General Statute 9-333 can be found web site:
<http://www.cga.ct.gov/2005/pub/Chap150.htm>.

D. Commission on Human Rights and Opportunities

In accordance with Connecticut General Statute 46a-60 and 4a-60a, bidders awarded a contract in excess of \$250,000 will be obliged to file and have approved by the Commission on Human Rights and Opportunities an affirmative action plan. Compliance will be implemented in accordance with the Regulations for Connecticut State Agencies Section 46a-71(d) and 46a-81i(d). A copy of these regulations is available at the Commission on Human Rights and Opportunities upon request.

The contractor who is selected to perform this state funded project must file and receive an approved plan by the Commission on Human Rights and Opportunities prior to the commencement of construction. This project is therefore subject to the state set-aside goals of 25% SBE and 6.25% MBE on the entire state contract amount. The contractor selected to perform this state funded project is therefore encouraged to solicit bids from subcontractors and/or vendors who are currently certified as a minority own business, a disabled owned business, a woman owned business and/or a small business under the Department of Administration Services' Supplier Diversity Program.

15. CONTRACTOR'S INSURANCE

Requirements for insurance coverage for the successful bidder are as outlined below:

Bodily Injury Liability	\$1,000,000.00
Property Damage Liability	\$ 100,000.00 each accident
Property Damage Liability	\$ 500,000.00 aggregate
Worker's Compensation	Statutory Requirements

Certificates of coverage for the above required insurance shall be submitted to the Owner prior to commencing Work.