

DEPT OF MENTAL HEALTH & ADDICTION SERVICES

INVITATION TO BID

PROJECT # & TITLE: Project 1047-B NP:CVH:Replace Fuel Tanks

PRE-BID MEETING (DATE AND TIME) (MANDATORY):

Date: August 22, 2013

Time: 10:00 AM Sharp (No late attendees admitted)

PRE-BID MEETING HELD AT:

Facility Name: Connecticut Valley Hospital, 1000 Silver Street

Facility Address: Cotter Maintenance Building, 2nd Floor Conference Room
Middletown, CT. 06457

DIRECTIONS: From ROUTE 9 SOUTH:

Take Exit 12, then left at the end of the exit ramp onto Silver Street.

From ROUTE 9 NORTH:

Take Exit 12, At the end of the exit there is a stop sign; go straight onto Eastern Drive. Continue on Eastern Drive to a stop sign at the intersection of Eastern Drive and Silver Street. Turn right onto Silver Street.

From I-91 SOUTH

Take Exit 22S (Route 9 South). Follow above directions.

From I-91 NORTH

Take Exit 22S (Route 9 South). Follow above directions

Cotter Bldg: Once on Silver St and CVH Campus go to 2nd light on top of hill Take a Right on to Holmes Dr, Continue until stop sign and barrier take a Left on to Obrien DR. Cotter Bldg is on Right. Go to door next to FIRE Dept up to 2nd FL Conf Room

SEALED BID PUBLIC OPENING DATE AND TIME:

Sealed bids will be received by the date, time, and location specified and thereafter immediately publicly opened, and tabulated. Bid results are posted as a formal addendum on the DAS Bid Portal.

PUBLIC SEALED BID OPENING DATE: September 5, 2013 **TIME:** 10:30 AM
SHARP

(Late attendees not admitted)

Location:

DMHAS FSB Conference Room

Haviland Hall, Top Floor,

1000 Holmes Drive,

Project 1047-B CVH Replace Fuel Tanks.doc

This project consists of: **Replace Fuel Tanks at Battell/Hr Building**

The Department of Mental Health & Addiction Services is an EEO Organization and will not knowingly do business with any contractor that does or has been found to discriminate.

Minimum Wage rates are applicable to this bid as required by law.

The said State of Connecticut, Department of Mental Health and Addiction Services reserves the right to waive informalities and to accept or reject any and all parts of any and all bids.

No bids may be withdrawn for at least 60 days after the scheduled closing times for receipt of bids.

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INSTRUCTIONS TO BIDDERS AND CONDITIONS OF BID

1.01 General

SEALED BIDS

**BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED:
“SEALED BID”**

**Project Number and Name
Date and Time of bid opening,
Name and Address of bidder.
Att: Barbara Young FAO**

SUBMISSION OF BIDS

Bids may be mailed, or delivered in person to the following address to arrive by the bid closing date and time. E-Mailed or Faxed Bids will not be accepted under any circumstances. Late bids will not be accepted and may be picked up by bidder upon written request only. Extensions will not be granted.

<p>DMHAS FSB Havilland Hall Top Floor 1000 Holmes Drive Middletown, CT 06457-1240 Att: Barbara Young FAO</p>

PRE BID MEETING

To be held on-site on : August 22, 2013 Time 10:00AM
Location: Connecticut Valley Hospital, Cotter Maintenance Building, 2nd Floor Conference Room
Time: 10:00 AM sharp (No late arrivals)
(Walkthrough sign in sheet is posted as a Formal addendum on the DAS Bid Portal.)

BID CLOSING DATE

Bids must be received and stamped in at the DMHAS FSB not later than 10:30 AM
On : September 5, 2013.
(Bid results are posted as a formal addendum at time of award on the DAS Bid Portal.)

STATES RIGHTS

The State reserves the right to reject any and all bids, and to waive any informality in bids. No bids may be withdrawn for at least 60 days after the scheduled closing times for receipt of bids.

The project will be submitted in strict accordance with the specifications as prepared by the Connecticut Department of Mental Health and Addiction Services and procedures set forth by the Department of Public Works. The amount of each BID shall be deemed to include the entire cost and expense of every item of labor and material necessary to complete the work proposed upon, as specified, in full detail, ready for use. The successful bidder shall assume the risk of all such costs and expenses.

It is the intent of the specifications to call for finished work, tested, and ready for operation. Any incidental accessory necessary to make the work complete in all respects and ready for operation even if not particularly specified, shall be provided without extra compensation. Minor products or items of work, which by custom are not usually shown or specified, but are necessary for proper installation and operation of the completed work, shall be provided in the same manner as if actually shown or specified.

During construction in a Mental Health facility, there may be delays due to various security issues. This needs to be taken into consideration in your submitted bid. The Department of Mental Health and Addiction Services will not authorize extra compensation for these delays. The department will assign a representative to work with the selected contractor as liaison.

BID LANGUAGE :

The awarded contractor must file an approved Affirmative Action Plan with the State of Connecticut's Commission on Human Rights and Opportunities.

This project is therefore subject to the State of Connecticut's set-aside goals of 25% SBE AND 6.25% MBE on the entire project amount. The awarded contractor is encouraged to solicit bids from set-aside subcontractors and/or vendors (Small Businesses, Minority, Disabled and Women owned businesses) that are currently certified with the State of Connecticut under the Department of Administrative Services' Supplier Diversity Program.

Facility Representative(s):

Steve Hecimovich

FSB Purchasing Representative(s):

Barbara Young

Title: Fiscal Administrative Officer (FAO)

Tel. # 860-262-6923

Fax # 860-262-6951

E-mail: barbara.young@po.state.ct.us

1.02 BID Form and Acceptance

1. All BIDs must be **received** by the date and time specified at:

DMHAS FSB
PO Box 1240
1000 Holmes Drive
CVH- Haviland Hall
Middletown, CT 06457-1240

2. BID envelopes must be clearly marked. Indicate the Project number and name and the BID opening date and time.

The name and address of the bidder should appear in the upper left hand corner of the envelope. Any correspondence shall include the project number and project name.

3. The project shall be Bid on DMHAS Authorized BID form **ONLY(2 Pgs)**

(Additional detail may be attached if necessary)

No exceptions **See Form at end of this section:**

- a. **All BIDs must be signed** by a person duly authorized to sign BIDs on behalf of the bidder and/or company. **Bidders must affix Corporate or Notary Public Seal.**
 - b. **Incomplete BID forms WILL result in the rejection of the BID.**
 - c. **LATE BIDS received @ DMHAS FSB after the specified Bid opening date and time will not be considered or opened** . They will remain unopened in the project file.
Unopened bids may be picked up by vendor upon written request only.
4. **The vendor is ultimately responsible for insuring that the BID is received before the due date/time at the FSB PO Box 1240, CVH- Haviland Hall, Middletown CT. There have been instances where independent commercial couriers have either delivered to the wrong location or have been late.** It is recommended that you **call prior to the BID opening** to verify that your BID has been received. All BIDS will be opened and read publicly and upon award are subject to public inspection.
 5. The Department of Mental Health and Addiction Services shall have the right to accept or reject any BID within **(60)** calendar days of the BID opening date. All BID prices must be firm for a **(60)** day period unless otherwise specified. The State reserves the right to award this Contract by item or in its entirety, whichever is in

the best interest of the State.

DMHAS Authorized Bid Form Pg 1 of 2

Vendor Name _____

Contact Name _____

Address _____

Phone _____ **Fax** _____ **Email** _____

Fein # _____

Project No. _____ **Bid Opening Date:** _____

Material Costs (Including Shipping): _____

Labor: _____

Total Base Bid _____

ADD ALTERNATE #1 (If applicable)

Material Costs (Including Shipping): _____

Labor: _____

Total ADD ALT. #1 _____

Grand total of Base and Add Alternate #1 _____

ADD ALTERNATE #2 (if applicable)

Material Costs (Including Shipping): _____

Labor: _____

Total ADD ALT. #2 _____

Grand total of base bid, Add Alt. #1 and Add Alt. #2 _____

DMHAS Authorized Bid Form Pg 2 of 2

The General Contractor on this project will be required to perform not less than (50%)
Of the completed dollar value of the work with its own forces

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in this proposal: That it is made without any connection with any other person making any bid for the same work: that no person acting for, or employed by, The State of Connecticut is directly or indirectly interested in this proposal, or in any contact which made be made under it, or in expected profits to rise there from: that this proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation: that this proposal is made in good faith without collusion or connection with any other person bidding for the same work: and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract

I (we) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the state.

Contractor Owner/Officer _____
Date: _____

Title _____
Address _____
City, State, Zip _____

(AFFIX CORPORATE OR NOTARY PUBLIC SEAL)

1.03 BID Schedule

The project shall be bid as per specifications for the complete project.

- A. Labor shall be separated from materials and the dollar amount totaled separately and submitted on **Section 1.02 DMHAS Authorized Bid Form only.**(2 Pgs)
(Additional details may be attached if necessary)
- B. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the BID, and subject only to cash discount.
- C. Add/Alternates should be priced out separate from Base BID and submitted on **Section 1.02 DMHAS Authorized Bid Form only.**
(Additional details may be attached if necessary)

1.04 Scope of Work

MHA-1047 NP:CVH:Replace Fuel Tanks - Battell Hall/HR Services Building

This project involves the procurement, installation, and connection of one 1,000-gallon concrete encased above ground storage tank (AST) to an existing emergency generator at Battell Hall and the procurement, installation, and connection of one 6,000-gallon concrete encased AST to an existing comfort heat boiler at the HR Services Building at the Connecticut Valley Hospital in Middletown Connecticut. Upon the successful installation of the ASTs, the selected contractor shall remove the existing single 1,000-gallon diesel underground storage tank (UST) at Battell Hall and the single 6,000-gallon fuel oil UST at the HR Services Building. The project includes the procurement and installation of the ASTs with all required plumbing and electrical connections to existing utilities. The UST removal includes the excavation and removal of the existing USTs, laboratory analysis of confirmation soil samples, backfill of the tank grave excavations and restoration of the work areas.

11" x 17" DRAWINGS (NOT TO SCALE) WILL BE PROVIDED FOR REFERENCE AT THE PRE-BID WALK-THROUGH.

NOTE: FULL PROJECT SPECIFICATIONS AND DRAWINGS ARE INCLUDED WITH THESE BID DOCUMENTS. FULL SCALE COPIES OF DRAWINGS AND SPECIFICATIONS ARE AVAILABLE ON THE BID PORTAL AND FOR PURCHASE AT ANY JOSEPH MERRITT & COMPANY LOCATION.

CONTRACTORS MAY ORDER COPIES (AND REQUEST PRICING INFORMATION) BY CALLING THE HARTFORD LOCATION AT: 860.296.2500. PLEASE SPECIFY WHICH MERRITT LOCATION YOU WOULD LIKE THE COPIES SENT TO FOR PICK-UP (DANBURY, HARTFORD, NEW HAVEN, WATERBURY, OR WATERFORD).

1.05 Pre Bid Meeting Location and Examination of Site

1. The work will be performed at: **Battell/HR Building**
2. **Mandatory Pre-BID Meeting** :All contractors proposing for this project **must attend** the mandatory Pre-BID Meeting to visit and examine the site before proposing, and to verify job conditions and dimensions. This meeting is intended to review the BID requirements, documents and answer any questions pertaining to the bid.
3. Time, date, location and point of contact of Mandatory Pre-BID Meeting are as noted on BID package cover sheet.
4. **Pre-BID Meeting Late arrivals will not be permitted. The Pre bid meeting will start promptly @ 10:00AM. No one will be admitted past 10:00 AM** and vendors will not be given credit for attendance nor allowed to participate in the BID process. **Failure to attend this meeting will result in the rejection of your bid.**
5. The FSB will monitor any questions addressed during this mandatory Pre-BID Meeting (walkthrough.). Any questions that cannot be answered will be documented and answered as a formal addendum on the DAS Bid Portal. Vendors are responsible to check portal before bid submission to insure they are aware of latest addendums etc.
6. **Questions:** Any vendor questions AFTER this walkthrough must be addressed via **E-mail only** to designated **FSB Purchasing Representative** and will be answered as a formal addendum on the portal to ensure all vendors have equal information regarding this bid. **All e-mailed questions must be received 7 working days prior to the bid opening date.**
7. **The vendors must not have any contact with the facility prior to the contract award**, otherwise the bid becomes tainted and violates the Governor's Executive Order # 3. (Open and Equitable Bidding).
8. A contract award is not final until all bids have been thoroughly reviewed for completeness and compliance and a State Purchase Order issued.
9. **BIDS received from non-attending contractors will not be honored and disqualified.**

1.06 Contractor Qualification Requirement

The contractor shall demonstrate capability to execute this contract by submitting evidence of the following:

1. Ability to perform the contractual services as reflected by technical training and education; general experience, and specific experience in providing the required supplies, materials, equipment or contractual services; and the qualifications and abilities of personnel proposed to be assigned to perform the contractual services; the personnel, equipment, and facilities to perform the contractual services currently available or demonstrated to be made available at the time of contracting; and, a record of past performance of similar work in regard to supplies, materials, equipment or contractual services.
2. It is the responsibility of the contractor to secure all licenses, permits, approvals, or other documents necessary to complete this project.
3. Listing of at least three projects of similar scope and size that were performed within the last twelve months. Include the name, address and telephone number of a contact at each job that can be contacted and who is familiar with the project.
4. The Contractor shall use only skilled workmen who are trained and experienced in the necessary crafts and familiar with the specifications and methods needed to properly perform the work required by this project.

1.07 Form of Guarantee—Warranty

- A) All work shall be covered by the standard one (1) year guarantee from the date of substantial completion, and the material per the manufacturer's warranty.

The Contractor shall furnish to the Facility's Director of Plant Operations the foregoing documents in the following manner: Name and number of project.

I (We) hereby guarantee (or warranty) the _____ work on the referenced project for a period of _____ years from _____ to _____, against failures of workmanship and/or materials in accordance with IB 1.07 of the specification.

All guarantees supplied by subcontractors, suppliers or manufacturers will be counter signed by the General Contractor.

The contractor must remove any and all defective work and replace with material that meets specification requirements.

1.08 Codes, Rules, Ordinances & Approvals

1. All materials furnished and all work installed shall comply with all the latest, at the time of construction, applicable State and Local codes, laws and ordinances, rules and regulations. **Vendors MUST be licensed with the State of CT and provide a copy of license with submission of bid.** If the project scope of work does not require vendors to have a contractor's license, then the vendor must provide proof that they are a registered business entity with the Secretary of the State of Connecticut on the CONCORD Website.
2. It is the intention that the specifications not violate any of the above. Where violations occur, such codes, laws, rules, ordinances, regulations and recommendations shall be complied with. The Contractor must call any and all such violations to the attention of the designated Facility contact before making any changes to the specifications or proceeding with work.
3. The Contractor shall at his expense give all notices, obtain all permits, licenses and approvals; pay all government taxes, fees and other costs in connection with the work; and obtain all required certificates of inspection for the work and deliver same to the designated Facility contact before requesting acceptance and final payment.

All apparatus, equipment and construction shall comply with the recommendations of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and OSHA of 1970 and approved revisions.

1.09 Protection of Work and Property

Use of Premises

1. Nothing contained in the specifications shall be interpreted as giving the contractor exclusive use of the premises where the work is to be performed.
2. The contractor shall be held solely responsible for any and all damage to the existing structures; systems, equipment and site caused by him or his employees and shall repair or replace same to their original condition as directed at no additional cost to the Facility.
3. The work in this contract shall not interfere with the normal conditions and safe operation of the Facility and if such interference appears possible because of new connections to existing work or other reasons, the work involved must be done at a time and in a manner directed by the Facility as a part of the contract.
4. All building equipment, furnishings, grounds landscaping, etc., shall be protected from damage of every description and any such damage thereto shall be repaired or otherwise made good at no expense to the State and to the satisfaction of the Facility Representative.
5. The contractor shall supply and install any and all protective coverings and barricades necessary to protect at all times the patients, public and building personnel and the building from injury. The contractor shall provide and install all plastic sheeting, batten cleats and other materials, which he may require to protect all open, unfinished work at the end of each and every day.
6. The contractor shall be held responsible for, and must make good at his own expense, any water damage or any other cause of damage due to improper protection.
7. Due to the nature of this institution, it is mandatory that all rules and regulations are strictly adhered to and the necessary precautions taken.
8. The contractor is responsible to assure that all work is performed in accordance with all current State regulations including, but not limited to, OSHA, State Fire Codes, and the Basic Building Code of the State of Connecticut.
9. The contractor will at all times keep the premises free from the accumulation of waste materials or rubbish caused by his employees or work. All accumulated material shall be removed from the site daily at the contractor's expense.
10. It is the policy of DMHAS Facilities to prevent construction related infections and to identify and institute any and all precautions necessary during construction.

Internal Construction Activities. Depending on the scope of the project, and as determined in the Infection Control Risk Assessment performed by the Facility's multi-disciplinary team (which may consist of a member of the Plant Operations Department, an Infection Control Practitioner, Director of Patient Safety and Safety Officer) the contractor may take any or all of the following measures:

- a. Construct barriers to prevent dust from construction areas from entering patient-care areas. Barriers must be impermeable to fungal spores and in compliance with local fire codes.
- b. Seal off and block return air vents if rigid barriers are used for containment.
- c. Implement dust control measures on surfaces and divert pedestrian traffic away from work zones.
- d. If necessary, create negative air pressure in work zones adjacent to patient care areas and insure that required engineering controls are maintained. Monitor negative airflow.
- e. Monitor barriers and insure integrity of same. Repair gaps or breaks in barrier joints.
- f. If practical, seal windows in work zones, e.g. plastic sheeting.
- g. Direct pedestrian traffic away from construction zones.
- h. Provide construction crews with: Designated entrances, corridors and elevators if possible, essential services (e.g., bathroom facilities) and a space or ante room for changing clothing and storing equipment. If it is necessary to travel to patient areas from the construction zone, construction crew will don coveralls, footwear and headgear.
- i. Contractor shall clean work zones and their entrances daily.
- j. Contractor shall cover and secure debris prior to removal from the construction area.
- k. In patient care areas, for major repairs that include removal of walls and disruption of the space within, the contractor may be asked to use plastic sheets or prefabricated plastic units to contain dust and a HEPA (High Efficiency Particulate Air) filter machine to clean the air.
- l. Upon completion of the project, contractor shall clean the work zone according to facility procedures, prior to removing the construction barriers.

Due to the nature of these institutions, it is required that all rules and regulations be strictly adhered to and the Facility's schedule must be maintained. The contractor shall keep the Designated Facility contact informed as to location and hours of operations so that necessary precautions can be taken if needed.

Fire Protection:

The contractor shall, during the progress of construction, assume all responsibilities for loss or damage by fire to the work included in his contract until completion of the contract. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to any building at any time.

- A) The contractor shall not, at any time, for any reason, or by any means, block, impede or inhibit the free flow of egress, for example at hallway and exit doors.
- ~~B)~~ The Contractor shall ensure free and unobstructed access to emergency services and for fire, police, and other emergency forces.
- C) The contractor shall ensure that additional fire-fighting equipment and trained personnel are on site as required by OSHA and other regulatory authorities.
- D) The Contractor shall prohibit his employees from smoking in the buildings, or in the areas adjacent to construction areas.
- E) The Contractor shall develop and enforce storage, housekeeping, and debris removal practices that reduce the building's flammable and combustible fire load to the lowest feasible level.
- F) The Contractor shall provide and maintain his own independent portable toilet accommodations (unless approved otherwise).
- G) The contractor shall supply to the agency a copy of all Material Safety Data Sheets (MSDS) for all products used in the process of construction, construction materials and products brought onto the premises.

The Contractor shall secure his unfinished work areas at the close of business each day to preclude passage by any and all unauthorized persons.

1.10 Security Regulations, Tools/Equipment Control & Vendor Conduct

The following regulations and guidelines are “general” in nature and vendor(s) may be subject to more restrictive regulations and guidelines while performing work in any one of the DMHAS facilities.

TOOLS:

- All tools are to be accounted for at all times.
- At NO time shall tools or equipment be left unattended.
- At the end of the day, tools left behind MUST be secured with a padlock.
- Missing tools or equipment must be immediately reported.

PATIENT & EMPLOYEE CONTACT:

- Contractors shall NOT have any contact with employees or patients. Exception to be employees that are involved with the work to be performed.
- Providing personal favors, errands, money, cigarettes, etc. to patients is STRICTLY prohibited.

WEAPONS & ILLEGAL SUBSTANCES:

- NO Weapons, Alcohol, or Drugs shall be brought onto facility grounds.
- Smoking is NOT permitted in the building or within 30 feet of the building.

CONFIDENTIALITY:

- NO Pictures shall be taken of patients. Any pictures required to document project progress SHALL NOT contain patients. Advanced approval to take pictures shall be requested.
- DO NOT acknowledge patients that you may know from the outside.
- DO NOT disclose any information that you may learn (while working inside a facility) to other people.

SAFETY

- All injuries shall be immediately reported to the work crew supervisor and facility coordinator.
- All workers shall remove ignition keys and lock their vehicles. No parking in fire lanes.
- Egresses cannot be blocked.
- No disruption to fire alarm/fire suppression systems without prior notification/approval.
- The integrity of the building cannot be tampered with.

1.11 Notice to Proceed

The contractor shall not start work until he has a fully executed approved purchase order. Within five (5) working days after receipt of the purchase order and prior to the start of construction, the contractor shall schedule a pre-construction meeting with the facility representative and at that time a start date will be established.

1.12 Time of Completion –Contract Time

The contractor shall complete the project within **120** calendar days of contract award or notice to proceed (receipt of Purchase Order). Once on site, the contractor's work force shall remain mobilized until work is completed unless otherwise is specifically approved by the facility representative. Working days for this project shall be Monday through Friday, exclusive of State or national Holidays. No Saturday or Sunday work shall be allowed without special written permission by the facility representative.

Upon completion of the contract, the contractor shall make a request in writing to the Facility Physical Plant Department for an inspection of the work.

The Contractor shall provide safe access to the work for use by the Designated Facility contact for an inspection of the work with the contractor's representative.

1.13 Liquidated Damages

It is hereby declared and agreed by and between the contractor and the State of CT/DMHAS that the date of commencement, rate of progress, and time of completion of the work are essential provisions, conditions and that it would be impracticable and impossible to determine and ascertain the actual damages the State of CT/DMHAS would incur by reason of a delay in the completion of the work. It is, therefore, agreed by and between the contractor and State of CT/DMHAS that, at the discretion of the State of CT/DMHAS, the contractor shall and does hereby agree to pay the State of CT/DMHAS as liquidated damages (and not as a penalty) the sum of two hundred dollars (\$200.00) for each and every working day that the contractor shall be in default, hereunder for failing to complete the project on the date specified above except as such date shall be extended, in writing upon request of the contractor, for the period of an excusable delay. Any such payments due to the State of CT/DMHAS by the contractor may be deducted by the State of CT/DMHAS from any sums due to the contractor.

1.14 Payment

Payment will be processed as follows:

1. Projects under \$25,000 - A single invoice submitted by the prime contractor following the acceptance of the completed project.
2. Projects \$25,000 or greater - Three invoices submitted by the prime contractor; one when all material or equipment is on site or the project is 50% completed (which ever is greater), two when the project is substantially complete, and three when the project is totally complete and accepted. It is the agency's prerogative to retain 10% of the final payment for a period up to 90 days to insure the final completion and functionality of installed components and systems.
3. Payment terms: 45 days after completion of the work. Special payment incentive discounts may be offered.
4. The invoice shall contain the State Purchase Order number. Invoices received without reference to a valid State Purchase Order number will result in delay of payment

1.15 Salvage and Disposal

1. All removed materials that are salvageable (copper or lead) are the property of the Facility and shall be delivered to and accepted by Facility personnel at a time mutually agreeable to the contractor and the Facility, unless otherwise directed by the Facility.
2. All debris resulting from the performance of this contract will be the property of the contractor and shall be completely picked-up and containerized at the building site not less frequently than at the close of business daily.
3. The Contractor for this project shall provide the dumpster to receive all debris generated as a by-product of the work called for herein. The Contractor shall cover the dumpster at the close of business each and every day.

1.16 Wage Rates

Prevailing wage rates are applicable **if the submitted BID exceeds the sum of \$400,000.00 (for new construction) or \$100,000.00 (if renovation/alteration)**. The contractor is responsible for assuring that the payment of wages are as published by the Connecticut State Labor Department for the area where the job is being performed.

In accordance with the provisions of Section 31-53 of the General Statutes of Connecticut, the following applies "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section (31-53 of the General Statutes), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

All contractors must submit weekly to Department of Mental Health and Addiction Services Facility Representative, a certified payroll and compliance statement. A copy of this statement will be kept on file at the facility and a copy will be forwarded to the Department of Labor. The certified payroll shall be considered a public record, and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-15, Connecticut General Statutes. A *Payroll Certification for Public Works Projects* form has been attached following the Wage Rate section of this contract if applicable.

Prevailing Wage Annual Adjustment

Any contract awarded on or after October 2, 2002 requires all contractors and subcontractors to pay the annual prevailing wage rate increases posted on or before July 1st each year, after the issuing of the initial rate schedule by DOL for the project. The rates can be found at www.ct.gov/dol go to Wage and Workplace Standards Division, Prevailing Wage Information, Annual Prevailing Wage Rates by Town or at <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/rates.htm>.

THE LAST PAGE OF THE INITIAL RATE SCHEDULE ADDRESSES THE ISSUE OF ANNUAL RATES. THAT THE CONTRACTOR HAS ALREADY BEEN NOTIFIED THAT HIS BID SHOULD TAKE INTO CONSIDERATION WHATEVER THE ANNUAL INCREASE MAY BE - THEIR BEST ESTIMATE.....AND THEY HAVE NO LEGAL STANDING TO COME BACK TO THE AGENCY FOR ANY CHANGE ORDER INCREASE SOLEY BECAUSE THE ANNUAL RATES GO UP.

1.17 STANDARD CONDITIONS

Bonds

1. **If submitted BASE BID exceeds \$50,000.** A **BID surety** of not less than 10% of BID amount is required to accompany BID in the form of a bond or certified check made out to the Treasurer State of Connecticut. Unawarded vendor bonds returned upon written request. If any Add/ alternate (Priced separately) is chosen after the bid opening that brings total amount of bid over 50,000.00 then vendor is required to provide Bid Bond within 24 hrs of e-mail or fax notification.
2. **A performance, and labor and material payment, surety** of not less than 100% of BID amount is required of low bidder in the form of a bond made out to the Comptroller of the State of Connecticut **if submitted BID exceeds \$50,000.** It is to be submitted to the Department of Mental Health and Addiction Services prior to award of contract and issuance of purchase order.

1.18 Insurance

1. The Contractor shall not start work under this contract until he has obtained the following insurance and until the insurance has been approved by the State of CT/DMHAS nor shall the contractor allow any subcontractor to start his work until insurance required by the subcontractor has been obtained and approved. **The contractor shall submit insurance certificate with sealed bid documents made out to DMHAS FSB Purchasing, PO Box 1240, CVH - Haviland Hall, Middletown, CT 06457**

3. The Contractor shall take out and maintain during the life of the contract, workers' compensation insurance for all employees working at the site and, in case any work is sublet, the Contractor shall require the subcontractor to provide workers' compensation insurance for all of the latter's employees. In case any class of employees engaged in hazardous work under this Contract is not protected under the workers' compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, insurance for those employees.

4. The Contractor shall take out and maintain during the life of a contract, public liability and property damage insurance to protect him and the State of CT/DMHAS's interest as their interests may appear. Each subcontractor shall take out and maintain insurance to protect him from claims for damage for injury, including accidental death and from claims for property damage, which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by any employee unless such employees are covered by the protection afforded by the Contractor. Types and amounts of insurance required shall be as follows:

DESCRIPTION		SINGLE COVERAGE	LIMIT	EACH ACCIDENT	AGGREGATE
Protective Liability	BI	\$1,000,000			
Protective Liability	PD	\$100,000		\$500,000	(for and in the name of the State of Connecticut)
Contractor's Liability	BI	\$1,000,000			
Contractor's Liability	PD	\$100,000		\$500,000	
Contractor's Protective Liability	BI	\$1,000,000			
Contractor's Protective Liability	PD	\$100,000		\$500,000	

5. Coverage for damage or loss resulting from Type C - Collapse or Structural Injury, Type U - Underground Damage, Type X - explosion or blasting, ordinarily excluded from coverage, shall be provided in the amounts and manner specified in this article if required in the bid for the specified project. Builders Risk insurance, not ordinarily required, shall be provided in accordance with the amount and manner specified in the bid for the specified project if such insurance is required in the bid.

1.19 Advertising

Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

1.20 Health Insurance Portability and Accountability Act (HIPAA)

Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidders services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

BIDDERS REQUIREMENTS :

*** These items MUST be submitted with your bid or it will be disqualified.**

*** DMHAS AUTHORIZED BID FORM**

Vendors **must** submit their bid on: **DMHAS Authorized BID form (Section 1.02) (2Pgs)**

Bid form must be signed and affix Corporate or Notary Public Seal.

(Additional details may be attached if necessary)

*** SIGNED BIDDER CERTIFICATION STATEMENT** (See bottom of page)

*** (EEO-1) EMPLOYMENT INFORMATION FORM** (last page of this bid document)

*** SBE/MBE CERTIFICATE / DAS SUPPLIER DIVERSITY PROGRAM.**

For more Info go to DAS Supplier Diversity website.....: <http://www.das.state.ct.us/cr1.aspx?page=34>

(N/A if this is a Non Set Aside bid or specialty trade bid with no subs allowed)

*** BID BOND OR CHECK** (BIDS GREATER THAN OR EQUAL TO \$50,000)

*** ** These items should be included with your submitted bid but a 24 Hr Grace period is allowed see below:**

*** ** CERTIFICATE OF INSURANCE COVERAGE** (Worker's Compensation, BI, and PD)

*** ** QUESTIONNAIRE SEC Q**

*** ** CONTRACTOR STATE OF CT LICENSE**

Due at time of Award if Applicable:

PERFORMANCE, LABOR, & MATERIAL BOND

(BIDS GREATER THAN OR EQUAL TO \$50,000)

PREVAILING WAGE REQUIREMENTS

Contractors Wage Certification Form

(ALTERATIONS & RENOVATIONS: BIDS EQUAL TO OR GREATER THAN \$100,000).

(NEW CONSTRUCTION: BIDS EQUAL TO OR GREATER THAN \$400,000.)

*** ** At the bid opening, if any of these items are missing from the apparent lowest bid package, a 24-hour grace period shall be granted. The contractor will be notified of any omissions by FSB via fax or e-mail . Vendor will be given 24 hours from the time of FSB notification to provide the missing document(s). Failure to supply the proper documentation within the 24-hour period will disqualify the bid, and the contract will be awarded to the next lowest bidder.**

BIDDER CERTIFICATION STATEMENT:

I have carefully read, understand and will comply with all of the above Project Terms and Conditions, Security Regulations and BID Submission Requirements. I have received and incorporated all BID Addendums (if any) posted on the DAS Web Portal and have incorporated these within the BID.

Vendor Name (Printed & Signed) _____ Date: _____

QUESTIONNAIRE

Q 1.01 Information

The bidder whose bid is accepted will be required to furnish the materials he has listed herein unless such items do not, in the opinion of the State of CT/DMHAS, comply with the requirements and intent of the Specifications. Materials rejected as not complying may not be used on the job site and the Contractor shall furnish substitute items, which are in strict accordance with the Specifications as approved by the State of CT/DMHAS.

Q 1.02 MATERIALS if not specified

<u>MATERIALS</u>	<u>MANUFACTURER & NO.</u>	<u>LONG LEAD ITEM</u> <u>ESTIMATED DELIVERY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Q 1.03 EXPERIENCE / REFERENCES

See: Reference 1.06 (Contractor Qualification Requirement)

References should reflect jobs similar in size and scope of this bid that have been completed in the last 12 months. (must list 3).

Reference Name	Address	Job Completion date	Contact person name Phone + Email
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1.

2.

3.

Q 1.04 SUBCONTRACTORS

VENDOR	CONTACT NAME	PHONE#	EMAIL
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COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

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 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations. The awarding agency will consider the following factors when reviewing the bidders qualifications under the contract compliance requirements: (a) the bidders success in implementing an affirmative action plan; (b) the bidders success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive; (c) the bidders promise to develop and implement a successful affirmative action plan; (d) the bidders submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and (e) the bidders promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES
TO ALL LABOR UNIONS, WORKER=S REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state other than municipalities shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a. This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor=s employment practices and procedures which relates to our responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and

2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions. WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;

2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;

3. Shall state in all advertisements for employees that it is an Affirmative action-equal opportunity employer@;

4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and

5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, WHICH INCLUDES HOMOSEXUALITY, BISEXUALITY AND HETEROSEXUALITY:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation once employed; and

2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
DIVISION OF AFFIRMATIVE ACTION, MONITORING & CONTRACT COMPLIANCE
21 Grand Street
Hartford, Connecticut 06106
(860) 541-3400

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

**STATE OF CONNECTICUT
DEPARTMENT OF MENTAL HEALTH & ADDICTION SERVICES
EMPLOYMENT INFORMATION FORM**

Bidder/Contractor	Contact Person	Date
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Address	Phone Number	Contract Award Number
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Report all permanent full-time or part time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A through F Male and Female)	A White (Not of Hispanic Origin)	B Black (Not of Hispanic Origin)	C Hispanic	D Asian or Pacific Islander	E Amer. Indian or Alaskan Native	F Physically Disabled
Officials and Managers							
Professionals							
Technicians							
Sale Workers							
Office & Clerical							
Craft Workers (skilled)							
Operatives (semi skilled)							
Laborers (unskilled)							
Service Workers							
TOTALS ABOVE ==>							

Do you use CT DECD Certified Minority Businesses as Subcontractors or Supplies?	YES	NO	Explain:
Are your goods, services and facilities accessible and usable to individuals with disabilities?	YES	NO	Explain:
Do you use an Affirmative Action Plan?	YES	NO	Explain:

Describe your Recruitment, Hiring, Training and Promotion Anti-Discrimination Practices.