

SECTION 002119
NOTICE TO BIDDERS

1. Description and Location of Work:

See Section 011100 – Summary of Work

2. Working Hours:

The project Normal working hours will be 7a.m. to 4p.m. Monday - Friday.

3. Time and Place for Receipt of Bids:

Sealed bids shall be received on or before the date and hour specified in the Invitation to Bid. At that time, they will be publicly opened and read aloud by The Morganti Group, Inc. and in the presence of representatives of the Division of Construction Management Services and of any bidders who may desire to be present.

4. Definitions:

The definitions set forth below shall apply to this Invitation to Bid.

- (A) A Bid is a complete and properly executed proposal to do the work as set forth in the requirements of the Contract Documents, for the sum stipulated therein. All Bids must be submitted in accordance with the Bidding Requirements.
- (B) The Base Bid is the sum stated in the Bid for which the Bidder agrees to perform the work described in the Contract Documents as the base to which work may be added to or deleted from for sums indicated in Alternate Bids.
- (C) An Alternate Bid (or Alternate) is an amount stated in the Bid for which work is to be added to or deleted from the Base Bid if the corresponding change in the work as described in the Contract Documents is accepted.
- (D) A Bidder is a person or entity who submits a Bid and meets the requirements set forth in the Bidding Requirements.

5. Bidding Requirements and Contract Documents:

Contracts for the work being bid will be with the Morganti Group, Inc.. An example of the Morganti Group Inc. Sub-Contractor Agreement is included in the bidding documents.

- (A) Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation to Bid.
 - (1) The Invitation to Bid
 - (2) The Notice to Bidders.
 - (3) The Bid Form.

- (4) The Morganti Group Inc.-Sub-Contractor Agreement.
 - (5) The General Conditions.
 - (6) The Supplementary General Conditions, if issued.
 - (7) The Technical Specifications.
 - (8) The Construction Drawings.
 - (9) All addenda issued by the Morganti Group, Inc. and Moser Pilon Nelson prior to the receipt of bids.
 - (10) All provisions required by law to be inserted in this Contract whether actually inserted or not.
 - (11) The Notice of Award.
 - (12) Bid Bond.
 - (13) Performance and Payment Bonds.
 - (14) Notice to Proceed with Work
- (B) For particulars as to this procurement, prospective Bidders are referred to the Invitation to Bidders document.
- (C) Bidders may obtain a set of the Bid Documents, consisting of written specifications and drawings package, from the issuing office designated in the Invitation to Bid and/or invitation to Bidders. Advanced Reprographics, 50 Corporate Avenue, Plainville, CT. A non-refundable fee is required for the release of each set of the Bid Documents. Any addenda issued will be distributed without charge to Bidders who have received Bid Documents from this source. Bidders can also obtain documents in electronic format at no cost from www.morganti.com, click on current projects then bid documents, follow instructions to download. Addenda will also be posted to this site. Bidders are responsible to verify the completeness of all bidding documents.
- (D) Addenda will be issued no later than four calendar days prior to the bid date except an addendum withdrawing the Advertisement or Invitation to Bid or one that includes postponement of the bid date.
- (E) Additional copies of the Bid Documents can be made at the Bidder's expense using the original documents purchased.
- (F) Bidding Documents will be available to Sub-bidders for cost of reproduction or at no cost for direct download from The Morganti web site specifically offered in the Advertisement or Invitation to Bid.
- (G) Bidders shall use complete sets of Bid Documents in preparing Bids. Neither the Morganti Group, Inc., State of Connecticut nor the Architect assumes responsibility for errors or misrepresentations resulting from use of incomplete sets of Bid Documents.
- (H) This project is exempt from State of Connecticut Sales Tax. A Tax Exemption Certificate will be issued to all contractors and material suppliers. If a contract is issued to a "non-resident contractor", as that term is used in C.G.S. 12-430(7), it shall provide the Morganti, Group, Inc. with a certificate from the Commissioner of Revenue Services showing that the conditions of the statute have been met by the contractor.

- (I) The submission of a bid or proposal by a contractor for the whole or any part of the work of this project shall constitute an acceptance by such contractor of the terms and conditions of all duly promulgated ordinances and regulations of the Morganti, Group, Inc., City of Waterbury or State of Connecticut to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.
- (J) After submitting a bid proposal and prior to the award of a contract, each trade contractor shall submit to the Construction Manager a list of the proposed subcontractors, which the trade contractor intends on using for the project within 15 working days.
- (K) With the submission of bid proposal, each trade contractor shall submit list of the proposed unit labor rates to be used for any change order proposals. A complete breakdown of the labor rate shall be provided. The labor rate shall include all direct costs.
- (L) Individual bids must be sent in separately sealed envelopes with accompanying bid security for each bid package.

If submitting a combination bid, the combination bid must be sent separately from the individual bid packages in a separately sealed envelope marked as such, with accompanying bid security.

6. Pre-Bid Conference:

A pre-bid conference shall be held as set forth in the Invitation to Bid.

- (A) Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation to Bid or the Bid Documents unless a change is made by written amendment as provided in Section 9, below.
- (B) Prior to bidding, it is recommended that each Bidder visit the site and examine the existing conditions. It is highly recommended that *All bidders* visit and examine the site. By submitting a bid, the bidder agrees that he or she is familiar with the existing conditions and has included costs associated with all existing conditions. All visits must be arranged through the Construction Manager.
- (C) Bidders should carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information. Bidders will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the contract, which were or should have been indicated to a reasonably prudent bidder. To arrange dates for visiting the work site, bidders are to contact the contact person specified in the Advertisement or Invitation to Bid.
- (D) Bids will not be received nor contracts awarded, to any contractor who did not attend the Pre-Bid Meeting if mandatory. A “Non-Mandatory” Pre-Bid Conference will be held on October 16, 2014, 2:00pm at Founders Hall, Cutrali Commons, Naugatuck Valley Community College, 750 Chase Parkway, Waterbury, CT. Bidders are strongly

encouraged to attend.

- (E) A “Non-Mandatory” Set-Aside and MWBE Outreach Pre-Bid Conference will be held on October 23, 2014, 2:00pm at 450 Columbus Boulevard, Hartford, CT, Meet in the Main Lobby. The purpose of this meeting is to provide Set-Aside and MWBE contractors with the opportunities available in this project. Bidders are strongly encouraged to attend.

7. Point of Contact:

Any questions or correspondence relating to this bid solicitation shall be addressed to the contact person specified in the Advertisement or Invitation to Bid. The contact person is: Ed Barrett 203-830-3303, ebarrett@morganti.com. All correspondence is to be in written format.

8. Bidder's Representations:

The Bidder, by providing a Bid Proposal, represents that:

- (A) The Bidder has read and understands the Bidding Requirements and Contract Documents to the extent that such documentation relates to the work for which the Bid is submitted and other portions of the project, if any, being bid concurrently or presently under construction.
- (B) The bid submitted is in complete compliance with all requirements of the Contract Documents; that the bid is based upon the materials, equipment, and systems required, without exception.
- (C) An authorized representative of the Bidder has properly signed the bid and verifies by written oath, that the several matters stated and information furnished therein are, in all aspects, true. A materially false statement willfully or fraudulently made in connection with the bid or any of the forms completed and submitted with the bid may result in the termination of any contract between the Morganti, Group, Inc. and the Bidder. In addition, the Bidder may be barred from participating in future Morganti, Group, Inc. contracts as well as be subject to possible criminal prosecution.

9. Bidder Responsibilities and Qualifications:

Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Bidding Documents.

- (A) **Bidders shall submit with their bid, the following forms, properly executed with all answers and statements complete and signed by an authorized representative of the Bidder: Bid Proposals shall be submitted in Triplicate.**
 - 1. **Bid Proposal Form 00 41 00:**
 - 2. **Contract Considerations (Unit Prices) 01 20 00**
 - 3. **The Morganti Group, Inc. Exhibits signature pages only for Exhibits A-J, if no signature page sign and date the last page of the Exhibit. See sections 00 41 03 to 00 41 10.**
 - 3. **Certificate (Of Authority) 00 40 14**
 - 4. **Statement of Bidder's Qualifications (Spec. Section 00 45 14)**
 - 5. **Non-Collusion Affidavit (Spec. Section 00 41 11)**

- 6. Bid Bond (Spec. Section 00 43 16-No less than 10% of the Bid)**
- 7. DAS Certification Form and Update Statement Form for bids estimated over \$500,000.00:**
- 8. State of Connecticut General Statutes required forms:**
 - a. Notification to Bidders (Spec. Section 004112)**
 - b. Contract Compliance Data Form (Spec. Section 004113)**
 - c. Contractor's Minority Business Enterprises Utilization Form (Spec. Section 004114)**
 - d. Certification of Bidder EEO Form (Spec. Section 004115)**
 - e. Other information as noted herein.**

(B) The Morganti Group, Inc. may require any Bidder or prospective Bidder to furnish all books of account, records, vouchers, statements or other information concerning the Bidder's financial status for examination as deemed necessary by the Morganti, Group, Inc. to ascertain the Bidder's responsibility and capability to perform the contract. If required, a Bidder must also submit a sworn statement providing such information as the Morganti, Group, Inc. may require concerning present and proposed plant and equipment, the personnel and qualifications of his working organizations, prior experience and performance record. The Morganti, Group, Inc. reserves the right to disqualify or refuses to award a contract to any individual, partnership, firm or corporation for reasons including but not limited to any of the following:

1. For having defaulted on a previous contract;
2. For having failed, without acceptable justification, to complete a contract within the contract period;
3. For having failed to prosecute the work in accordance with contract requirements;
4. For having performed contract work in an unsatisfactory manner;
5. For having failed to prosecute work continuously, diligently and cooperatively in an orderly sequence;
6. For providing a sworn statement, if required, regarding plant and equipment, personnel, qualifications, experience, capitalization and performance record which, in the Morganti, Group, Inc.'s judgment, indicates the bidder does not have the required experience in the class of work to be bid on, does not have the proper labor and equipment to prosecute the work within the time allowed, or does not have sufficient capital and liquid assets to finance the work.

(C) Oral Examination on Qualifications - In addition thereto, and when directed by the Morganti, Group, Inc., the Bidder, or a responsible officer, agent or employee of the Bidder, must submit to an oral examination to be conducted by the Morganti, Group, Inc. in relation to his proposed tentative plan and schedule of operations, and such other matters as the Morganti, Group, Inc. may deem necessary in order to determine the Bidder's ability and responsibility to perform the work in accordance with the contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.

The Morganti Group, Inc. will hold "Scope Reviews" of the apparent low bidders after bids are received. Bidders should be available for the following dates:

Monday 11/17/2014

BP#1 Site Work:	November 17, 2014 8:00am-9:30am
BP#3 Landscaping:	November 17, 2014 9:30am-10:30am
BP#2 Abatement/Demolition:	November 17, 2014 11:00am-12:00pm
BP#4 Building Concrete	November 17, 2014 1:00pm-3:00pm
BP#6 Structural Steel:	November 17, 2014 3:00pm-5:00pm

Tuesday 11/18/2014

BP#7 Misc. Metals:	November 18, 2014 8:00am-9:30am
BP#23 Electrical:	November 18, 2014 10:00am-12:00pm
BP#22 HVAC:	November 18, 2014 1:00pm-3:00pm
BP#21 Plumbing:	November 18, 2014 3:00pm-4:00pm
BP#14 Roofing:	November 18, 2014 4:00pm-5:00pm

Wednesday 11/19/14

BP#8 General Trades/Drywall:	November 19, 2014 8:00am-10:00am
BP#5 Masonry:	November 19, 2014 10:00am-12:00pm
BP#24 Security:	November 19, 2014 1:00pm-2:00pm
BP#25 Fire Alarm:	November 19, 2014 2:30pm-3:30pm
BP#20 Fire Protection:	November 19, 2014 4:00pm-5:00pm

Thursday 11/20/14

BP#15 Windows, Curtainwall:	November 20, 2014 8:00am-9:00am
BP#9 Acoustical:	November 20, 2014 9:30am-10:30am
BP#10 Flooring LVT, Carpet:	November 20, 2014 11:00am-12:00pm
BP#12 Flooring Stone/Resinous	November 20, 2014 1:00pm-2:00pm
BP#19 Ceramic Tile:	November 20, 2014 2:30pm-3:30pm
BP#11 Painting:	November 20, 2014 4:00pm-5:00pm

Friday 11/21/14

BP#17 Toilet Partitions/Access:	November 21, 2014 8:00am-9:00am
BP#13 Signage:	November 21, 2014 9:30am-10:30am
BP#16 Final Clean:	November 21, 2014 11:00am-12:00pm
BP#18 Window Treatments:	November 21, 2014 1:00pm-2:00pm
BP#26 Elevators:	November 21, 2014 2:30pm-3:30pm
BP#27 Fire Stopping:	November 21, 2014 4:00pm-5:00pm

- (F) If the bidder fails or refuses to supply any of the documents or information set forth in this section or fails to comply with any of the requirements thereof, the Morganti, Group, Inc. may reject the bid.
- (G) The Contractor shall hold a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of

Connecticut according to C.G.S. § 4a-100, C.G.S. § 4b-101 and C.G.S. § 4b-91. Bidders shall submit with their bids, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement". **Any bid submitted without a copy of the DAS Prequalification Certificate and an Update (Bid) Statement shall be invalid. For bids estimated to be over (\$500,000.00) and require the DAS documents see below.** If you have questions regarding these requirements contact the State of CT, DAS at telephone number 860-713-5280 or visit their web site at <http://www.das.state.ct.us/cr1.aspx?page=10>.

Bid Packages:

BP#1 Site Work: *	DAS required:
BP#2 Abatement And Demolition: *	DAS required:
BP#3 Landscaping:	Set-Aside Package
BP#4 Building Concrete & Waterproofing: *	DAS required:
BP#5 Masonry: *	DAS required:
BP#6 Structural Steel: *	DAS required:
BP#7 Miscellaneous Metals:	Set-Aside Package
BP#8 General Trades and or Drywall:*	DAS required
BP#9 Acoustical Ceilings:	Set-Aside Package
BP#10 Flooring LVT, Carpet:	Set-Aside Package
BP#11 Painting:	Set-Aside Package
BP#12 Flooring Stone/Resinous :	
BP#13 Signage:	Set-Aside Package
BP#14 Roofing:*	DAS required
BP#15 Windows, Curtain Wall, Glass & Glaze: *	DAS required:
BP#16 Final Cleaning:	Set-Aside Package (No Bonds)
BP#17 Toilet Partitions & Accessories:	
BP#18 Window Treatments:	Set-Aside Package
BP#19 Ceramic Tile:	Set-Aside Package
BP#20 Fire Protection:	
BP#21 Plumbing: *	DAS required:
BP#22 HVAC: *	DAS required:
BP#23 Electrical: *	DAS required:
BP#24 Fire Alarm:	Set-Aside Package
BP#25 Elevators:	
BP#26 Fire Stopping:	Set-Aside Package

(H) A bid bond in the amount not less than 10% of the amount bid shall accompany each bid package. A performance and payment bond in an amount equal to one hundred percent (100%) of the accepted bid will be required.

10. Examination of Proposed Contract Documents:

Bidders shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the bid is submitted and shall examine the site and local conditions. Bidders shall at once report to the Morganti, Group, Inc. errors, omissions, inconsistencies or ambiguities discovered.

- (A) Request for Interpretation or Correction – Bidders, upon discovering any patent ambiguity, inconsistency or error, which should have been discovered by a reasonably prudent bidder, must request, in writing, an interpretation or correction from the Morganti, Group, Inc.. Such interpretation or correction, as well as any additional contract provisions the Morganti, Group, Inc. may decide to include, will be issued in writing by the Morganti, Group, Inc. as an addendum to the contract, sent by mail, facsimile or delivered to each Bidder recorded as having received a copy of the Contract Documents. The addendum will also be posted at the place where the contract documents are available for the inspection of prospective bidders. Upon such mailing or delivery and posting, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.
- (B) Only Morganti, Group, Inc.'s Interpretation or Correction Binding - Only the written interpretation or correction so given by the Morganti, Group, Inc. shall be binding, and prospective bidders are warned that no other person, firm or corporation is authorized to give information concerning, or to explain or interpret, the contract.
- (C) Time Limit on Requests – The Morganti, Group, Inc. shall not consider any requests for interpretation or correction within ten working days of the date specified for receipt of bids. No addenda will be issued within four days of the date specified for receipt of bids.

11. Preparation of Bid:

Each bid must be submitted upon the prescribed Bid Form, in triplicate. All blanks on the Bid Form shall be executed, either typewritten or written legibly in ink, and shall be signed in ink. The signer shall initial erasures, interlineations, or alterations in ink. Sums shall be expressed in both words and figures; in case of discrepancy, the amount written in words shall govern. **ALL REQUESTED ALTERNATES SHALL BE BID. IF NO CHANGE IN BASE BID, ENTER "NO CHANGE."** **FAILURE TO CONFORM TO THE REQUIREMENTS MAY RESULT IN THE REJECTION OF THE BID.**

The bid must contain:

- (A) The name, residence and place of business of the person or persons making the same;
- (B) The names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated;
- (C) A statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud;
- (D) A statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the Morganti, Group, Inc. Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof;
- (E) A statement that the bidder is not in arrears to the Morganti, Group, Inc. or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any

obligation to the Morganti, Group, Inc. to any agency thereof, except as set forth in the bid.

12. Modification or Withdrawal of Bid:

The prices set forth in the bid cannot be revoked and shall be effective until the award of the contract, unless the bid is withdrawn as provided for herein.

- (A) Bids may be modified or withdrawn by written notice received in the office designated in the Advertisement or Invitation to Bid, before the time and date set for the bid opening. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of bids
- (B) Withdrawn bids may be resubmitted up to the date and time designated for receipt of bids provided they are fully in conformance with this Instruction to Bidders.
- (C) If a bid is withdrawn in accordance with this document, the bid security, if any, shall be returned to the bidder.
- (D) Except as provided for above, a Bidder may not withdraw its bid before the expiration of one hundred and twenty (120) days after the date of the opening of bids including all Amendments, Addenda, Alternates and Unit Prices; thereafter, a Bidder may withdraw its bid only in writing and in advance of an actual award. This bid hold period is required as the State funding for this project will not occur until late January 2015 with a notice to proceed with construction not anticipated until March 2015.

13. Acknowledgment of Amendments:

The Bidder, in his submission, shall acknowledge the receipt of any amendment to the contract documents. Failure to do so may be cause for rejection of the bid.

14. Bid Evaluation and Award:

In accordance with the Morganti, Group, Inc., and the terms and conditions of this Instruction to Bidders, this contract shall be awarded, if at all, to the responsible Bidder whose bid meets the requirements and evaluation criteria set forth in the Advertisement and the Invitation to Bid and who submits the bid most favorable and in the best interest of the Morganti, Group, Inc.. However, the Morganti, Group, Inc. shall have the discretion to accept or reject any or all bids.

- (A) Nothing in this section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Bidding Documents, if that bid is not also the most favorable bid.

15. Late Bids, Late Withdrawals and Late Modifications:

All bids are due at the location designated in the Advertisement and Invitation to Bid by the specified date and time, Bids must be complete and comply with all requirements set forth in the Bid Documents.

- (A) Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered.

- (B) Bids received at any other location than that designated shall not be considered.
- (C) Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered.
- (D) The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the Morganti, Group, Inc. shall be considered at any time up to the date and time after which bidding closes.

16. Mistake in Bids:

- (A) Mistakes Discovered Before Bid Opening - A Bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 12, above.
- (B) Mistakes Discovered Before Award
 - 1. Where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Morganti, Group, Inc., if the following conditions are met:
 - a) The mistake is known or made known to the Morganti, Group, Inc. prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and
 - b) The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and
 - c) The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and
 - d) The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and
 - e) It is possible to place the Morganti, Group, Inc. in the same position as existed prior to the bid.
 - 2. Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Section shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the Bidder. Thereafter, the Morganti, Group, Inc. may, in its discretion, award the contract to the next lowest Bidder or re-bid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.

3. If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

17. Low Tie Bids:

- (A) When two or more low responsive bids from responsible bidders are identical in price and meet all the requirements and criteria set forth in the Advertisement and Invitation to Bid, the Morganti, Group, Inc. will break the tie in the following manner and **order of priority**:
 1. Award to a certified State of Connecticut Small, Minority or Woman-owned Business Enterprise (SBE/MBE/WBE);
 2. Award to a State of Connecticut Bidder.
- (B) If two or more bidders still remain equally eligible after application of paragraph (A) above, the Morganti, Group, Inc. shall award by drawing from a lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

18. Rejection of Bids:

- (A) Rejection of Individual Bids - The Morganti, Group, Inc. may reject a bid if:
 1. The bidder fails to furnish any of the information required; or if
 2. The bidder is determined to be not responsible; or if
 3. The bid is determined to be non-responsive; or if
 4. The bid, in the opinion of the Morganti, Group, Inc., contains unbalanced bid prices and is thus non-responsive.
- (B) Rejection of All Bids - The Morganti, Group, Inc. may reject all bids and may elect to re-solicit bids if in its sole opinion it shall deem it in the best interest of the Morganti, Group, Inc. to do so.
- (C) Rejection of All Bids - In the event all bids submitted by responsive, responsible and qualified bidders exceed the Morganti, Group, Inc.'s budget for such purchase, the Morganti, Group, Inc., upon written approval by the Department of Administrative Services, may determine that it is appropriate to reject all bids after bid opening and before award and to complete the acquisition by a Re-Bid Process

19. Affirmative Action and Equal Employment Opportunity:

This Advertisement and Invitation to Bid is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity. Please read all specifications related to the above and follow and submit all required information.

20. CHRO Requirements.

The contractor who is selected to perform this State project must file and receive an approved Affirmative Action Plan by the Commission on Human Rights and Opportunities prior to the commencement of construction.

The contractor shall be required to make best good faith efforts to place not less than thirty-five (35%) percent of the subcontracts to be awarded by the construction manager with all eligible contractors including those holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of Connecticut General Statutes Section 4a-60g, all contemplated and provided for therein, (35% of the work with DAS certified Small and Minority owned business(s) and of that work, 35% subcontracted with DAS certified Minority, Women and/or disabled owned business(s).)

21. Bid, Performance and Payment Security:

(A) Bid Security, Bid Bond - Each bid in excess of \$50,000.00 must be accompanied by bid security in an amount and type specified in the Bid Form. The bid security shall assure the Morganti, Group, Inc. of the adherence of the Bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the Bidder, if required in the Contract Documents. Bid security shall be returned to the bidder as follows:

1. Within ten (10) days after the award, the Morganti, Group, Inc. will return the deposits of the unsuccessful bidders or, within ten (10) days of expiration of the bids.
2. Within ten (10) days after the execution of the Contract and acceptance of the Contractor's bonds, the Morganti, Group, Inc. will return the bid security of the successful Bidder.
3. Where all bids are rejected, the Morganti, Group, Inc. will return the deposit of all bidders at the time of rejection.

(B) Performance and Payment Security – Each Bidder shall submit a letter from a surety acceptable to the Morganti, Group, Inc. stating that the Bidder, if awarded this contract, will be able to obtain the Performance Bond and the Payment Bond required.

1. The Performance Bond and Payment Bond shall be delivered by the Contractor prior to or at the time of execution of the contract.
2. The Contractor will be required to provide such bonds for this project in an amount equal to 100% of the contract sum for each bond. Cost of providing such bonds shall be included in the bid.
3. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of contract may be made to the next lowest responsible and responsive bidder, or the contract may be re-bid.
4. It is a requirement that all Contractors must show evidence to verify bonds, insurance and any other line item in the schedule of values.

- (C) Acceptable Types of Security - Acceptable types of security for bids, performance, and payment shall be limited to the following:
1. A one-time bond in a form satisfactory to the Morganti, Group, Inc.;
 2. A bank certified check or money order;
 3. Obligations of the Morganti, Group, Inc.; or
 4. Other financial instruments as determined by the Morganti, Group, Inc..
- (D) Whenever the successful Bidder deposits obligations of the Morganti, Group, Inc. as performance and payment security, the Morganti, Group, Inc. may sell and use the proceeds thereof for any purpose for which the principal or surety on such bond would be liable under the terms of the contract. If money is deposited with the Morganti, Group, Inc., the successful Bidder shall not be entitled to receive interest on such money from the Morganti, Group, Inc..
- (E) Form of Bonds - Security provided in the form of bonds must be prepared on the form of bonds authorized by the Morganti, Group, Inc. Forms for bid, performance, and payment bonds are listed in the Bidding Documents. Such bonds must have as surety hereunder such surety company or companies as are approved by the Morganti, Group, Inc. and authorized to do business in the State of Connecticut. Premiums for any required bonds must be included in the base bid.
- (F) Power of Attorney - Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

22. Failure to Execute Contract:

In the event of failure of the successful Bidder to execute the contract and furnish the required security within five (5) days (if no bond is required) and ten (10) days (if bond is required) after notice of the award of the contract, such bidder may be deemed non-responsive. The deposit of the successful Bidder or so much thereof as shall be applicable to the amount of the award made shall be retained by the Morganti, Group, Inc., and the successful Bidder shall be liable for and hereby agrees to pay on demand the difference between the price bid and the price for which such contract shall be subsequently awarded, including the cost of any required re-bidding and less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the Bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid. Further, should the Bidder's failure to comply with this Section cause any funding agency, body or group (Federal, State, Morganti, Group, Inc., Public, Private, etc.) to terminate, cancel or reduce the funding on this project, the Bidder in such event shall be liable also to the Morganti, Group, Inc. for the amount of actual funding withdrawn by such agency on this project, less the amount of the forfeited deposit.

23. Labor Law Requirements:

- (A) General - The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.

- (B) Minimum Wages - This contract is subject to the Davis-Bacon Act (40 USC & 167; 276a-276a-5 (1995), 29 CFR § 5 (1995)), State of Connecticut Labor Law Section 31-53 and Morganti, Group, Inc. Ordinance Section 3.08.120, which require that all laborers and mechanics on the site be paid no less than the wage rates contained in the determination by the U.S. Secretary of Labor and the Connecticut Department of Labor attached as part of the Contract Documents. The Contractor is reminded that all wage provisions of this contract will be enforced strictly, and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being fined and debarred by the Morganti, Group, Inc. from future contracts. Complaints filed with the Comptroller may result in decisions that may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.
- (C) Records – The Contractor will be required to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, contract provisions and specified procedures.

24. Contractor Insurance Requirements:

Bidders are advised that the insurance requirements contained herein will be regarded as a material term of this contract. During performance and up to the date of final acceptance, the Contractor must effect and maintain, with companies authorized to do business in the State of Connecticut, the types and amounts of insurance specified in the Contract Documents.

27. License and Permits:

The successful Bidder will be required to obtain all necessary licenses and permits necessary to perform the work. The cost of obtaining such licenses shall be the responsibility of the Contractor. The General Building permit will be obtained by the Construction Manager. There is no Building permit fee for this project.

28. Sales Tax

This project is exempt from State of Connecticut Sales Tax. A Tax Exemption Certificate will be issued to all contractors and material suppliers.

If a Trade Contractor is a nonresident, within the meaning of Connecticut General Statutes Section 12-430 (7) and will consume or use tangible personal property in Connecticut carrying out this contract, the Trade Contractor shall comply with the requirement set out in said statute and cause the commissioner of Revenue Services to provide the Construction Manager with a copy of the Commissioner's Certification of Compliance. If the Construction Manager does not receive this documentation on the earlier of (a) twenty-one days from the date that the Trade Contractor signs this Contract, or (b) the date on which it commences to provide any services or materials under the contract, then at the option of the Construction Manager, it may exercise any and all rights under the statute, including, but not limited to, making the deductions provided for in said statute and/or by declaring the Trade Contractor in breach and holding the Trade Contractor liable for any and all loss sustained as a result of the Trade Contractor's failure to comply with the statute and losses sustained by the Construction Manager as a consequence of the Trade Contractor's failure of performance.

29. Multiple Prime Contractors:

If more than one prime contractor will be involved on this project, all contractors are required to examine the Advertisement and Invitation to Bid packages for all other parts of the project.

All Bidders are required to review all Scope of Work/Additional Provisions.

End of Notice to Bidders