

ADDENDUM 4

Question and Answer (cont)

QUESTION: Per your specifications Division 1, General Requirements, page 13 of 41, Section 01120, Paragraph C., Item 4 - states that the lead testing has been done. It is my understanding that this has not been. Please clarify.

ANSWER: See addendum 3 for answer

Question: What is critical is this building considered a residence, is there children under 6 yrs living there?

Answer: NO

ADDENDUM 3

Clarification, Question and Answers

Clarification:

Phase I – Exterior Repairs

Phase II- Window Replacement

Question regarding lead based paint:

NOTE: This information applies to both Phase I and Phase II.

Correction of Specification:

Division 1 General Requirements, Pages 12 & 13 (of 41),
Section 01120 Renovation/Demolition Project Procedures,

Paragraph C. Project procedures for work Involving Lead Containing Material (LBP):

Specification should read:

1. Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint (LBP) which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Conduct demolition and removal Work specified in the technical sections of this specification in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste. Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Connecticut Hazardous Waste Management Regulations Section 22a-209-1; 22a-209-8(c); 22a-449(c)-11; and 22a-449(c)-100 through 110.
2. The Work shall also be in accordance with Connecticut Regulations Section 19a-111-1 through 11.
3. This facility was constructed prior to 1978 and is likely to have painted surfaces containing lead-based paint.
4. Testing for lead-based paint has NOT been conducted at the facility scheduled for renovation, demolition, reconstruction,

alteration, remodeling, or repair. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

Clarification:

Phase II- Window Replacement

Question:

Please clarify the following regarding phase 2 of the Dutton home renovations (window replacement).

On Page A-3, window elevations "B" and "G" conflict with the existing units. The windows installed have "6 over 6" divided lights, while the elevation sketch shows "9 over 9" divided lights. Should the bidders follow the elevation drawings or match existing?

Answer:

The bidders should match existing conditions. The existing windows, type B and type G, have "6 over 6" divided lights.

Question:

In the BID Schedule 1.03

You asked that the labor and equipment be separated, is it your intent to have (window-material) on lieu of the equipment?

Answer:

Yes

Question: "The power washing of the sills - is this part of the window replacement project?"

Answer: Yes, power washing of the limestone window sills is part of the window replacement project. This is noted clearly on the window replacement drawings A-1 and A-2.

ADDENDUM 2 CLARIFICATION AT WALK THRU

Clarification:

Phase II- Window Replacement

Question: What color is specified for the exterior aluminum cladding of the new windows?

Answer: The surface finish of the exterior aluminum cladding and exposed surfaces of the extruded aluminum brick mold trim is to match the existing color as closely as possible. See specifications provided at the walk-thru, Division 8, Section 08525, Windows and Doors, Part 2 Products - 2.03 Materials, Paragraph C - Surface Finish, Item 2. Color.

Drawing notes correction:

Phase II- Window Replacement

Drawing A-1, Project General Notes, Item 10 should read:

“10. ALL EXISTING BASEMENT STEEL WINDOWS (WINDOW TYPE D) AND
CAULKING SHALL BE REMOVED TO THE MASONRY OPENING. REFER
TO DETAILS FOR FURTHER INFORMATION.”

Clarification:

Phase II- Window Replacement

Drawing A-2, East Elevation

Question: How will the contractor need to accommodate the trim for Window Type C located on the east elevation?

Answer: The existing brickmold wood trim that runs from the top of the window to the stone sill will need to be removed and new extruded aluminum brickmold trim will need to

be installed to match the existing brickmold wood trim.

Question regarding lead paint:

Phase II- Window Replacement

This is currently being researched and information will be provided as soon as possible.

Any questions after walk thru must be addressed via e-mail to Barbara Young as discussed at the walk thru by Monday August 18, 2008 2:00 PM. This date and time is very important to ensure all vendors have equal information regarding this bid.

ADDENDUM 1

QUESTION AND ANSWER

Question:

"Would it be possible for you to provide info on what manufacturer was used as the basis of design or whether there are provisions for "or equal"? I would like to begin my research in advance of the walk-thru."

Answer:

The manufacturer used as the basis of design is, Kolbe and Kolbe, <http://www.kolbe-kolbe.com/>. However, the specifications will provide a list of 3 manufacturers and an additional provision for an approved "equal". An "equal" may be acceptable provided that the proposed products match the site lines of the existing installation as well as performance qualifications set forth by the Architect. Test data and a sample window may be required if the awarded contractor has selected the "other" option. Specifications for approved equals will be provided in the project specifications on the day of the walk-thru.

DEPT OF MENTAL HEALTH & ADDICTION SERVICES

INVITATION TO BID

PROJECT # & TITLE: 00910 Dutton Home Window Replacement and Exterior Repairs

**PRE-BID MEETING (DATE AND TIME) (MANDATORY):
August 13, 2008 10:00AM**

RE-BID MEETING HELD AT:

Facility Name: Dutton Home

**Facility Address: Silver Street, Conference Room #114
Middletown, CT. 06457**

DIRECTIONS:

To Middletown offices, Leak Hall and Dutton Home, on the grounds of Connecticut Valley Hospital in Middletown: From Rt. 9 Southbound, take exit 12 and go left at the end of the exit onto Silver Street. From Rt. 9 Northbound, take Exit 12, straight through the stop sign, then right at Silver Street. Leak Hall is on the right and Dutton Home is on the left at the second stop light at the corner of Silver Street and Holmes Drive.

SEALED BID PUBLIC OPENING DATE AND TIME:

August 21, 2008 10:00AM

DMHAS PROJECT REPRESENTATIVE & PHONE #:

Barbara Young-860-262-6923

"BIDS SHALL BE PLACED IN SEALED ENVELOPES MARKED "SEALED BID"

MAIL SEALED BIDS TO:

DMHAS FSB

Havilland Hall, 1000 Holmes Drive, Middletown, CT 06457-1240

SEALED BID/ PROJECT # 00910

PUBLIC SEALED BID OPENING DATE: August 21, 2008 TIME:10:00 AM

All bids shall be received at the date, time, and place specified and thereafter publicly opened and read aloud. 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.

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

- 1.01 General**
- 1.02 BID Form and Acceptance**
- 1.03 BID Schedule**
- 1.04 Scope of Work**
- 1.05 Location and Examination of Site**
- 1.06 Contractor Qualification Requirement**
- 1.07 Form of Guarantee-Warranty**
- 1.08 Codes, Rules, Ordinances & Approvals**
- 1.09 Protection of Work and Property**
- 1.10 Security Regulations, Tools/Equipment control & Vendor Conduct**
- 1.11 Notice to Proceed**
- 1.12 Time of Completion**
- 1.13 Liquidated Damages**
- 1.14 Payment**
- 1.15 Salvage and Disposal**
- 1.16 Wage Rates**
- 1.17 Bonds**
- 1.18 Insurance**
- 1.19 Advertising**
- 1.20 Health Insurance Portability and Accountability Act (HIPPA)**

BIDDER REQUIREMENTS

BIDDER CERTIFICATION STATEMENT

QUESTIONNAIRE

Q 1.01 Information

Q 1.02 Materials

Q 1.03 Experience

Q 1.04 SubContractors

CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

CHRO NOTICE CONTRACT COMPLIANCE RESPONSIBILITIES

EEO-1 DMHAS EMPLOYMENT INFORMATION FORM

INSTRUCTIONS TO BIDDERS

1.01 General

These instructions to BIDDERS are for the complete project known as: **Dutton Home Window Replacement and Exterior Repairs**

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.

Facility Representative(s):

Loretta Eisler phase 1
Daniel Robertson 2

Purchasing Representative(s):

Barbara Young
Title: FAO
Tel. # 860-262-6923
Fax # 860-262-6951

1.02 BID Form and Acceptance

1. All BIDs must be **received** by the date and time specified at
DMHAS FSB
PO Box 1240
CVH- Haviland Hall
Middletown, CT 06457-1240
2. BID envelopes must clearly indicate the BID number as well as the date and time of the opening of the BID. 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 title.
3. The project shall be proposed as follows on Company Letterhead or similar authorized BID form:
 - a. Base BID - complete as described herein.
 - b. All BIDs shall be signed by a person duly authorized to sign BIDs on behalf of the bidder and/or company. **Unsigned BIDs will be rejected.**
 - c. **Incomplete BID forms WILL result in the rejection of the BID. Amendments to BIDS received by DMHAS Purchasing after the time specified for opening of BIDS, shall not be considered.**
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 BIDs within (45) calendar days of the BID opening date. All BID prices must be firm for a (45) day period. The State reserves the right to award this Contract by item or in its entirety, whichever is in the best interest of the State.

1.03 BID Schedule

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

- A. Labor shall be separated from the equipment and the dollar amount totaled separately.
- 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. Addendums should be priced out separate from Base BID. Use of Form STO-93 or Vendor Letterhead acceptable please provide Vendor FEIN

1.04 Scope of Work

Phase I: Dutton Home Exterior Repairs

Project consists of various minor exterior building repairs including, but not limited to, the following:

- repairing wood columns and column bases;
- repairing wood molding and trim;
- limited brick repointing;
- masonry (blue stone stair tread replacement, poured concrete step replacement);
- preparing and painting exterior wood columns and various other woodwork;
- replacing, preparing, and painting wrought-iron railings;
- power-washing of brick veneer and limestone water table.

Specifications and blueprints handed out at time of walk thru

Phase II: Dutton Home Window Replacement

- Provide all necessary materials, labor, and equipment to complete the installation of approximately 120 new windows for Dutton Home.
- Project includes complete removal and disposal of old windows and installation of new aluminum clad, exterior with wood interior windows.

Install all new windows per manufacturer's installation instructions in a workmanship-like, weather tight manner.

Specifications and blueprints handed out at time of walk thru

1.05 Location and Examination of Site

1. The work will be performed at: Dutton Home.
2. All contractors proposing for this project are required to visit and examine the site before proposing, and to verify job conditions and dimensions. Time, date, location and point of contact of Mandatory Pre-BID Meeting are as noted on BID package cover sheet.
3. **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. This meeting is intended to review the BID requirements and answer any questions that interested bidders may have about this BID. Failure to attend this meeting will result in the rejection of your bid.

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.
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.

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.

1. 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.
2. 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.
3. 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.
4. Due to the nature of this institution, it is mandatory that all rules and regulations are strictly adhered to and the necessary precautions taken.
5. 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.
6. 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.
7. 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, footgear 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.
8. 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.

9. **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.

10. 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.

11. 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

The contractor shall complete the project within **45** calendar days for phase I and **150** calendar days for phase II 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.
1. 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.
2. Payment terms: 45 days after completion of the work. Special payment incentive discounts may be offered.
3. 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.

1.17 Bonds

1. **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 Comptroller of the State of Connecticut **if submitted BID exceeds \$50,000**. Unawarded vendor bonds returned upon written request.
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 send insurance certificate with sealed bid documents to DMHAS FSB Purchasing, PO Box 1240, CVH-Haviland Hall, Middletown, CT 06457.**
2. 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.

3. 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	

4. 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.

IB 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

* <u>BID DOCUMENTS (VENDOR QUOTE)</u>	YES	NO	N/A
Note: Addendums should be priced out separate from Base BID use of Form STO-93 or Vendor Letterhead acceptable please provide Vendor FEIN			
* <u>CERTIFICATE OF INSURANCE COVERAGE</u> (Worker's Compensation, BI, and PD)	YES	NO	N/A
* <u>SIGNED BIDDER CERTIFICATION STATEMENT</u> (See bottom of page)	YES	NO	N/A
* <u>QUESTIONNAIRE SEC Q</u>	YES	NO	N/A
* <u>AFFIRMATIVE ACTION (EEO-1 REPORT)</u>	YES	NO	N/A
* <u>BID BOND OR CHECK</u> (BIDS GREATER THAN OR EQUAL TO \$50,000)	YES	NO	N/A
<u>MANUFACTURER INSTALLER or RESELLER CERTIFICATION</u>	YES	NO	N/A
* <u>CONTRACTOR STATE OF CT LICENSE</u> Must provide copy of license with bid.	YES	NO	N/A
<u>PERFORMANCE, LABOR, & MATERIAL BOND</u> (BIDS GREATER THAN OR EQUAL TO \$50,000) Due at time of Award only	YES	NO	N/A
<u>PREVAILING WAGE REQUIREMENTS</u> (ALTERATIONS & RENOVATIONS: BIDS EQUAL TO OR GREATER THAN \$100,000). (NEW CONSTRUCTION	YES	NO	N/A

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

LONG LEAD ITEM

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

Q 1.03 EXPERIENCE / REFERENCES

** Reference IB 1.06 (Contractor Qualification Requirement)

List similar type installations/vendor references completed in the last 12 months (at least 3).

VENDOR	CONTACT NAME	PHONE#	EMAIL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Q 1.04 SUBCONTRACTORS

VENDOR	CONTACT NAME	PHONE#	EMAIL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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
--------------------------	-----------------------	-------------

Address	Phone Number	Contract Award Number
----------------	---------------------	------------------------------

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.