



Community Partners in Action, Inc. (CPA)
Bid Specifications
For Secure Windows and Grilles at a Juvenile Residential Treatment Program
At 995 Sherman Avenue, Hamden, CT
October 2022

Bid Documents: The Bid Specifications for Secure Windows and Grilles as well as the Project Manual and Project Drawings are available for downloading on CPA's website: www.cpa-ct.org under *Contact, Bid Requests, Secure Windows and Mesh for 995 Sherman Avenue, Hamden, CT.*

REGISTRATION FOR PRE-BID CONFERENCE

Interested bidders must email lmaraia@cpa-ct.org to register their attendance for the **mandatory** pre-bid conference to be held at 995 Sherman Avenue, Hamden, CT on Monday, October 31, 2022, at 9:00 a.m. **All attendees are expected to wear masks and follow social distancing protocol when inside the facility.**

- **Registration deadline: 12:00 p.m. on October 28, 2022**

BID SUBMISSION: Bids must be submitted in a sealed package marked "Bid Enclosed-Secure Windows" with all required bid submission documents on or before 11:00 a.m. on Friday, December 16th, at Community Partners in Action, Inc., 110 Bartholomew Avenue, Suite 3010, Hartford, CT 06106. E-mailed bids sent to lmaraia@cpa-ct.org will be accepted if they are received by the deadline. **Due to Covid-19 and in support of social distancing, this will not be a public bid opening.**

Questions: All questions regarding this bid must be in writing to Lisa Maraia, Chief Financial Officer, at lmaraia@cpa-ct.org. Telephone calls will not be accepted.

Specifications

1. PROJECT

In accordance with the terms, conditions, bid specifications, project manual, and construction drawings contained herein, Community Partners in Action (CPA) is requesting quotations for Secure Windows at a facility for a juvenile secure residential treatment program located at 995 Sherman Avenue, Hamden, CT. CPA is a non-profit, tax-exempt organization.

The scope of work bid under the specifications contained herein and in the project manual shall, in general, consist of the major items required to complete the work. Minor work and work incidental to or arising from any part of this specification may not be listed herein but shall be performed under this contract as may be necessary for the full completion of this project.

This is a CPA leased facility and not a State of Connecticut owned property. This project is supported by funding made available by the State of Connecticut Judicial Branch.

2. SUMMARY OF WORK

- Removal of building materials and components.
- Offsite disposal of all removed materials.
- Removal and replacement of select storefront windows, associated components, and rough opening modifications.
- Patch and repair of existing finishes that are affected by new work.
- Provision and installation of new secure window grilles.
- Contractor is responsible to secure all building permits required to complete the work.
- Contractor is responsible for providing local building authorities with any additional drawings they may require in order to obtain all permits.
- Contractor is responsible to arrange for all necessary inspections and obtain the final Certificates of Completion and Occupancy.
- Refer to the Project Manual for additional details regarding the requirements of this project.

3. MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held on Monday, October 31st at 9:00a.m. Attendance at the pre-bid conference is required. Please assemble in the parking lot adjacent to the building of 995 Sherman Avenue, Hamden, prior to the start time. **Do not enter the building.** Bidders will be required to sign an attendance sheet verifying their attendance.

In order for all potential bidders to be on an equal footing, prospective bidders will not be provided access to the project area or be briefed at other than the time designated. After award of the contract, adjustments in pricing will not be permitted based on job conditions, hours of work, materials used, or other factors. Pricing must be firm and fixed for the entire, completed project.

4. BIDDERS' ELIGIBILITY TO BID

- A. Preference may be given to bidders who are prequalified with the Department of Administrative Services (DAS) under at least one (1) of the following classifications:
- General Building Construction (Group B)

- General Building Construction (Group C)

Contractors are to include a copy of their current certifications with the RFQ response.

If needed, please contact DAS for more information:

Construction Contractor Prequalification
 450 Columbus Boulevard, Suite 1202
 Hartford, CT 06103
 Ph: 860-713-5280 Fax: 860-622-2867
 Email: DAS.Prequalification@ct.gov

- B.** While it is not mandatory, bidders who hold a current certification from the DAS Business Set-Aside Unit as a Small or Minority-Owned Business Enterprise are encouraged to bid on this project.

If needed, please contact DAS for more information:

Supplier Diversity Program
 450 Columbus Boulevard, Suite 1202
 Hartford, CT 06103
 Ph: 860-713-7484
 Email: Supplier.Diversity@ct.gov

5. CHRO REQUIREMENTS

For contracts valued at \$100,000 or more: this project falls under General Statutes Section 46a-68d through 46a-68j, which requires that an Affirmative Action or Set-Aside Plan be submitted to the Commission on Human Rights and Opportunities (CHRO). The contractor awarded this project must be prepared to begin this process with CHRO immediately upon notification of award.

For additional information regarding these requirements, please contact CHRO directly at 860-541-4709.

Notwithstanding the above, compliance with Paragraph 16, *Subcontracting*, is required.

6. INSURANCE

An insurance certificate listing CPA as an additional insured with the following minimum requirements will be required within ten (10) business days from the date of the notice of award.

- | | | | |
|-----------|-------------------------------|---|---|
| A. | Worker's Compensation | - | CT Statutory Coverage required |
| B. | Automobile Liability | - | \$ 1,000,000.00 (where applicable) |
| C. | General Liability | - | \$ 1,000,000.00 |
| D. | Umbrella | - | \$5,000,000.00 |
| E. | Professional Liability | - | \$1,000,000.00 (where applicable) |

The required certificate of insurance shall also include a statement that CPA shall be notified ten (10) days in advance of any policy amendment, revocation, cancellation, non-renewal or material change in coverage.

7. BID BOND REQUIREMENT

When the bid amount exceeds \$49,999.99, CPA requires that every general bid shall be accompanied by a Bid Bond, Certified Check, or a Letter of Credit in an amount equal to ten percent (10%) of the bid price.

8. PERFORMANCE BOND REQUIREMENT

When the bid amount exceeds \$49,999.99, a Performance Bond is required. The selected Contractor shall submit a Performance Bond in an amount equal to the total contract price.

Failure to deliver said Performance Bond within ten (10) business days from the date of the notice of award may nullify and void such award.

9. LABOR AND MATERIALS BOND REQUIREMENT

When the bid amount exceeds \$100,000.00, the contractor must furnish a bond in the contract amount for the protection of persons supplying labor or materials hereunder. Any such bond shall have as principal, the name of the person awarded the contract and shall be binding upon the award of the contract to that person.

Failure to deliver said Labor and Materials Bond within ten (10) business days from the date of the notice of award may nullify and void such award.

10. PREVAILING WAGES

When the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, rehabilitation, alteration or repair of any public works project **is one hundred thousand dollars (\$100,000) or more**, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut 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 persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

Current Prevailing Wage Rates will be provided in an Addendum to all potential bidders.

The Contractor will be required to submit certified payroll to CPA for the duration of the project.

11. BID PRICES

Bidders shall quote a fixed lump sum price inclusive of all costs associated with the completion of this project as described, shown, and implied in the construction documents, including the use of prevailing wage rates and overtime hours, if applicable.

12. HOURS OF OPERATION/OVERTIME

The Contractor's scheduled work hours shall be 8:00a.m. to 6:00p.m., Monday through Friday. All other time including Saturday, Sunday and holidays are considered outside of normal business hours or overtime hours. Overtime hours are to be coordinated with the Project Manager at least 72 hours in advance. All costs for overtime must be included in the total contract price.

13. PROJECT PAYMENTS

The Contractor shall submit a Schedule of Values to the Architect and CPA at the earliest possible date but no later than 21 calendar days from the issuance of the Contract Award Notification. The Schedule of Values shall total the contract sum and be broken down by division with unit quantities and material unit costs. The Schedule of Values will be used as a basis for estimating partial payments under this contract. As such, the Schedule of Values must include all costs associated with the completion of the project and must be in sufficient detail to be an effective tool for monitoring the progress of the work.

The Contractor shall submit periodic applications for payment to the Architect and to CPA, which shall correspond with the categories specified in the approved Schedule of Values. The Architect will examine the Contractor's applications for payments to determine whether the payment amount properly represents the value of the work completed and the materials suitably stored on site.

CPA will deduct five percent (5%) of the amount of each payment and such funds will be retained by CPA until final completion and acceptance of the project.

14. PAYMENT TO SUBCONTRACTORS

- A. Within thirty days after receiving payment hereunder, the prime contractor shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the prime contractor and paid by CPA.
- B. The prime contractor shall include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due to any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives payment from the prime contractor which encompasses labor or materials furnished by such subcontractor.

15. PROJECT TIMEFRAME AND LIQUIDATED DAMAGES

- A. All work is to be substantially completed and ready for occupancy within **ninety (90) calendar days** from issuance of a Purchase Order.
- B. Project submittals to start no later than **fourteen (14) calendar days** from issuance of a Purchase Order.
- C. The Project shall mobilize, and construction starts no later than **fourteen (14) calendar days** after receiving submittal approvals from the Project Manager and/or Construction Administrator.

Any delay in the completion of the work beyond this time period will interfere with the daily operation and business at this site. As such, **time is of the essence in completing the work**. Moreover, it is impracticable to fix the actual damage sustained as a result of such a delay. In the event that the work is not completed on or before this time period, CPA shall be entitled to receive as damages **\$500** per calendar day until the work is completed.

The Contractor agrees that it will pay such amount as liquidated damages, not as a penalty, and that such sum is reasonable. CPA, at their discretion, may waive liquidated damages, or any portion thereof.

- D. The amount due to CPA as liquidated damages may be deducted by CPA from any money payable to the Contractor pursuant to this Agreement. CPA shall notify the Contractor of any claim for liquidated damages at least 15 days before CPA deducts such sum from money payable to the Contractor. Payment of liquidated damages does not constitute a release from adherence to the provisions of this Agreement.
- E. The Contractor shall be responsible for scheduling and sequencing all work activities to facilitate any simultaneous work activities and operations of the facility. Scheduling of work shall be fully coordinated to ensure a quick and efficient construction period and that the overall contract is completed within the contract completion period established for this project.

16. SUBCONTRACTING

All subcontractors should be identified on the subcontractor form and included with the bid submission. Subcontractors shall be bound by all the terms and conditions of this contract. The prime Contractor shall be responsible for all work performed by its subcontractor. CPA will make contract payments to the prime Contractor only. The prime Contractor shall indemnify and hold-harmless CPA from any and all activities related to services provided by their subcontractor(s).

For contracts valued at \$50,000 or more: The Contractor agrees and warrants that, in connection with any subcontracting under this contract, he or she will make good faith efforts to employ DAS certified small contractors in the amount of 25% of the total contract value and employ DAS certified minority business enterprises in the amount of 6.25% of the total contract value as subcontractors and suppliers of materials under the contract. Further, if applicable, the contractor agrees to provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his or her employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements.

17. REFERENCES

Bidders shall complete the enclosed Reference sheet which is to be included with the bid submission. Provide examples of jobs successfully completed that are similar to the work to be performed under this contract.

18. SECURITY PROCEDURES

Security is a critical priority in CPA facilities. Final award of this contract is contingent upon the Contractor supplying CPA with the results of state, federal, and national criminal record checks, in addition to motor vehicle and sex-offender background checks and DCF file review on all Contractor's employees that will work in a CPA facility at least one week before the start of the project. This criminal record check may also include a Fingerprint Search. The costs associated with all criminal record and/or fingerprint searches are the responsibility of the Contractor. Contractors MUST submit detailed information about the company conducting the check including but not limited to, what type of history is checked (i.e. statewide, nationwide, criminal, motor vehicle, etc.). The Contractor shall not authorize an employee to work under this contract in any CPA facility without the prior approval of CPA.

If applicable, all subcontractor personnel assigned to work in a CPA facility must also submit to a Criminal Record Check and/or Fingerprint Search. CPA must review and approve all background checks.

Contractor must notify CPA no later than 48 hours after receiving notice that any employee who works in a CPA facility has a pending arrest warrant or has an active criminal justice status (i.e., a pending criminal charge, on state or federal probation or parole, or is under the custody of the Judicial Branch, the Department of Correction or the Connecticut Board of Pardons and Paroles). CPA reserves the right to accept or reject any of the Contractor's employees for assignment on this project.

19. SITE CONDITIONS

- A. All work must be performed in a manner that is safe for the public (if applicable) and staff of the subject building. The Contractor shall, at its sole expense, immediately correct any dangerous conditions caused by or resulting from Contractor's work which CPA believes to be hazardous to persons or property.
- B. The facility will be open and occupied throughout the duration of the project. All work must be accomplished in such a manner as to not disrupt building operations.
- C. Parking of the Contractor's vehicles, as well as any parking fees, shall be the responsibility of the vehicle owner and done at the risk of the vehicle owner.
- D. Upon completion of work, the Contractor shall clean up and sweep the site. All rubbish, materials, parts and debris must be removed from the site by the Contractor upon completion of work. The work site must be kept neat and orderly at all times.
- E. No advertising or signage (except for safety purposes) will be allowed on or around the premises prior to, during or upon completion of the project.

20. PROPER CONDUCT

It is the Contractor's sole responsibility to make known to its employees and subcontractors the rules of proper conduct. The Contractor will be held solely responsible for the behavior of its employees. The Contractor's employees are to adhere to proper conduct at all times. Failure to adhere to the rules of proper conduct may result in the cancellation of the contract. Proper conduct includes but is not limited to, the following rules:

- A. Weapons of any sort shall not be carried by employees of the Contractor on the premises.
- B. There shall be no alcohol or illegal drugs carried or consumed on the premises.
- C. There shall be no smoking in the building or within 30 feet of any entrance to the building.
- D. There shall be no unauthorized use of CPA's facilities or property, including but not limited to, shower rooms, phones, computers, desks, and other equipment.
- E. There shall be no exterior doors left open, propped open or unlocked.
- F. The Contractor's employees shall be courteous and polite.
- G. The Contractor shall report any property loss or damage to the Project Manager immediately and follow up within 24 hours with a written report specifying the location and extent of all damage(s).

21. WORKPLACE SAFETY

In the event of a positive COVID-19 case reported by a contractor's employee, the contractor must inform the Project Manager and CPA immediately and follow state testing and contact tracing protocols. CPA reserves the right to establish or extend its own safety guidelines regarding COVID-19.

22. PARTS AND WORKMANSHIP: WARRANTIES AND GUARANTEES

- A. All parts and materials furnished shall be new, of first-class quality and shall be delivered, erected, connected and installed as to fit and function properly. Where no specific kind or quality of material is given, a first-class standard article as accepted by industry standards shall be furnished.
- B. All work shall be performed by experienced, skilled and licensed personnel. All work shall be of a quality consistent with good trade practice and shall be installed or performed in a neat, professional manner. CPA and the Judicial Branch reserve the right to reject any work which, in its opinion, has been performed in a substandard, dangerous or unserviceable manner. The Contractor shall correct said deficiencies expeditiously, in a satisfactory manner and at no extra cost to CPA and the Judicial Branch.
- C. All parts, materials and workmanship shall be guaranteed for at least a period of **eighteen (18) months** after final acceptance of all work by CPA and the Judicial Branch, in addition to all warranties that are specified in the attached specifications and provided by the manufacturer, and/or are implied by law. The Contractor shall be responsible for repairing any defects in parts, materials and/or workmanship during the guarantee period, including any parts, material and labor necessary to honor any manufacturer's warranty, at no expense to CPA or the Judicial Branch. Warranty periods in excess of the contract term shall survive the contract termination or expiration for the full duration of the warranty period.

23. SPECIAL TERM

CPA may allow for changes to subcontractors or make adjustments to the timing of projects at the request of the Contractor due to unforeseen issues related to the COVID-19 virus as long as proper documentation is submitted for approval. Proper documentation may include, but is not limited to, a letter from a manufacturer which supports the lack of product availability. Changes to the total project cost or substantial changes to project timeline will not be considered.

24. CONTRACT AWARD

This contract will be awarded to one contractor whose pricing is most advantageous and based on the following criteria. Prior to award, a bidder *may* be invited to attend a scope review meeting and to address other items as needed.

- Understanding of the project and scope
- Demonstrated background, knowledge and experience in providing jobs of similar size and scope, including experience in a variety of construction practices and the supervision of multiple sub-trades
- Administrative management experience and abilities
- Level of commitment and ability to provide the work in accordance with the established timeframes.
- Financial stability
- References

25. REJECTION OF BIDS

In addition to other grounds for rejection specified in this RFQ, CPA reserves the right to reject any or all bids received under this RFQ if (1) CPA determines that the general bidder or bidders involved are not competent to perform the work as specified, based upon past performance, financial responsibility or other objective criteria, (2) the low bid price exceeds the amount of money available for the project, (3) CPA determines that the project shall not go forward or (4) CPA finds cause to reject such bids, including the contractor's failure to meet the requirements of Paragraph 5, *CHRO Requirements*, or Paragraph 16, *Subcontracting*.

26. BID SUBMISSION REQUIREMENTS

The following documents should be included with your bid submission:

- Price Sheet – failure to submit pricing is cause for disqualification from the bid process
- Bid Bond (if applicable, a Certified Check or Letter of Credit may be accepted) – failure to submit is cause for disqualification from the bid process
- Completed Sub-Contractor Form
- References
- DAS Prequalification Certification, if applicable
- Current Set-Aside Certification, if applicable

SUBCONTRACTORS

Requirements for award of contracts for building construction, repairs and modifications:

- A. In the space provided below, the bidder shall provide the name of each subcontractor and their quoted price for the class of work (trade) that each shall perform. **Bidders shall note if the subcontractor is a DAS certified small or minority business. (Please include all applicable subcontractor trades. Use an additional sheet, if necessary, and attach to bid.)**

<i>Class</i>	<i>Subcontractor's Name</i>	<i>Small/Minority</i>	<i>Quoted Price</i>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
<i>Subcontractor's Total</i>			\$ _____

- B. (1) The undersigned agrees that if awarded the contract as the general contractor, he or she shall, within five days (Saturdays, Sundays and legal holidays excluded) of receipt of the purchase order from Community Partners in Action (CPA), execute a contract in accordance with the terms of the general bid; (2) **for contracts valued at \$50,000 or more, the undersigned agrees and warrants that, in connection with any subcontracting under this contract, he or she has made good faith efforts to employ DAS certified small contractors in the amount of 25% of the total contract value and employ DAS certified minority business enterprises in the amount of 6.25% of the total contract value as subcontractors and suppliers of materials under the contract. Further, the contractor agrees to provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his or her employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements; and** (3) the undersigned agrees that each of the subcontractors listed on the bid form will be used for the work indicated at the amount stated, unless a substitution is permitted in writing by Community Partners in Action in accordance with Paragraph D below.
- C. It shall be presumed that the general bidder intends to perform all work with its own employees where no subcontractor is named. The general bidder's qualifications for performing such work may be subject to review.
- D. CPA shall not permit substitution of a subcontractor for one named in accordance with the provisions of this section or substitution of a subcontractor for any designated sub-trade work bid to be performed by the general contractor's own forces, except for good cause. Substitutions made without CPA's written approval shall subject the bidder to disqualification.
- E. Within five (5) days of receiving a notice of award from CPA, the general bidder shall present to each listed subcontractor (1) a subcontract including the language required by Paragraph 12.B of this RFQ and (2) notice that if the subcontractor fails to execute the subcontract within five (5) business days, the general bidder shall select another subcontractor. All substitute subcontractors are subject to prior approval by CPA and the timing requirements of this paragraph.

Bidder: _____ **Date:** _____

REFERENCES

List three (3) references which reflect projects for which similar work to that specified herein was successfully completed.

1. Project name: _____ Date of completion of work: _____
Contact Person: _____ Phone No.: _____
Email: _____
Brief description of work: _____

2. Project name: _____ Date of completion of work: _____
Contact Person: _____ Phone No.: _____
Email: _____
Brief description of work: _____

3. Project name: _____ Date of completion of work: _____
Contact Person: _____ Phone No.: _____
Email: _____
Brief description of work: _____

Bidder: _____ **Date:** _____

BID PRICE SHEET

A Mandatory Pre-bid Conference will be held on **Monday, October 31st** at 9:00a.m. Please register by 12:00p.m. on Friday, October 28th to attend the pre-bid conference. Bidders shall assemble in the parking lot adjacent to 995 Sherman Avenue prior to the start time. **Please do not enter the building.**

Bidders are to quote a fixed lump sum price inclusive of all costs associated with the completion of this project including the use of prevailing wage rates and overtime hours, if applicable. Bidders also need to include per unit cost, including installation, for future replacements.

Item	Description	Total Cost of Project
1	Secure Windows at 995 Sherman Avenue, Hamden, CT in accordance with the attached bid specifications, project manual and drawings.	\$ _____
2	Cost per window/grille including installation per specifications/manual, as additional windows outside of the scope of this project will need to be replaced. All costs to install each window/grille must be included.	\$ _____
3	Hourly rate for repairs, including turn-around time	\$ _____
4	Please list any additional costs not included above:	\$ _____ \$ _____ \$ _____

Bidders shall acknowledge receipt of all Addendums, if any, that are released as part of this bid process. Include the date that it was received.

Addendum (1) Date: _____

Addendum (2) Date: _____

Addendum (3) Date: _____

Addendum (4) Date: _____

Addendum (5) Date: _____

Addendum (6) Date: _____

Bidder: _____ **Date:** _____