



## Invitation to Bid

### DESCRIPTION

Fair Haven Community Health Clinic, Inc. (FHCHC), a Federally Qualified Health Center, is seeking Lump Sum Bids to make improvements to convert an existing vacant business occupancy located at Bella Vista, 339 Eastern Street, New Haven CT 06513 to a new outpatient clinic. Tenant improvements will be made to approximately 3,000 sf, including construction, interior finishes and new mechanical systems.

Proposals from women and minority owned, as well as small businesses are encouraged.

#### Timeline:

Timeline	
Oct. 12, 2020	Release of Bid Documents Bid documents may be obtained by contacting Ben Speier at <a href="http://www.digiprintplanroom.com">www.digiprintplanroom.com</a> on or after October 12, 2020
Oct. 20, 2020 11:00AM	Pre-Bid Meeting and Site Inspection, 339 Eastern St., New Haven, CT Participation is mandatory. MEP/FP sub-bidders are strongly encouraged to attend.
Oct. 26, 2020 2:00PM	Deadline for Bid Period Requests for Information.
Oct. 28, 2020 1:00PM	Final Responses to Requests for Information issued
Oct. 30, 2020 2:00PM	Sealed Proposals must be received by <b>2:00PM</b> Eastern Time in the Administrative Offices of Fair Haven Community Health Clinic, Inc. 374 Grand Avenue, New Haven, CT 06513  Bids shall be addressed to: <b>Nestor Quinones, Procurement Specialist</b> , on behalf of the <b>Bid Committee, Fair Haven Community Health Clinic, Inc.</b>  Proposals shall be delivered in hard copy with original signatures. Electronic copies shall also be delivered by email by the same deadline to <a href="mailto:geralyn.hoerauf@stvinc.com">geralyn.hoerauf@stvinc.com</a>
Oct. 30 2020 2:15pm	Public Bid Opening Location TBD
Nov. 6, 2020	Anticipated Award of Contract



## **INFORMATION FOR BIDDERS - SECTION 1** **BID INFORMATION**

Fair Haven Community Health Clinic, Inc. (FHCHC), a Federally Qualified Health Center, is seeking Lump Sum Bids to make improvements to convert an existing vacant business occupancy located at Bella Vista, 339 Eastern Street, New Haven CT to a new outpatient clinic. Tenant improvements will be made to approximately 3,000 sf, including construction, interior finishes and new mechanical systems.

The project is funded thru a grant provided by the CARES Act 2020 and therefore, may be subject to predetermined reporting and disbursement criteria. The successful firm will be expected to provide all services as described within this document through to project completion. Proposals from women and minority owned businesses are encouraged.

### **1.01. DESCRIPTION OF PROJECT**

Fair Haven Community Health Clinic Inc. is a non-profit health care provider (FQHC) that provides primary care services to underserved patients in New Haven, CT.

The project consists of renovations to the third floor at Bella Vista, Building 2. The current health clinic will be expanded into the existing gym. The health clinic currently runs with rooms across the corridor from each other, which will remain open during construction. The renovations to the existing gym will include adding three exam rooms, a waiting area, group room, point of care area and two offices. New finishes, plumbing, electric and HVAC will be included. Since new plumbing is being added, there may be some soffit work needed on the floor below, the building manager is aware and will coordinate with the contractor for access to the floor below.

The building is a solid concrete structure and will require penetrations through the concrete. A structural engineer was consulted for these penetrations. The building was designed as a residence, so all new mechanicals are needed for proper ventilation of this clinical space. The new units needed will be located at ground level at a specified location coordinated with the building manager.

### **1.02. ADMINISTRATION OF THE PROJECT**

The Architect is Geddis Partnership Architects, 71 Old Post Rd, Southport, CT 06890: Tricia Palluzzi, AIA Associate [triciap@geddisarchitects.com](mailto:triciap@geddisarchitects.com). HP Engineering Consulting Engineers PC are the mechanical and life safety engineers: Rich Cuttler P.E. [rcuttler@hpengineering.net](mailto:rcuttler@hpengineering.net)

The Owner has contracted with STV|DPM 280 Trumbull Street, 14th Floor, Hartford, Connecticut 06103 to provide Owner's representation services on this project: Geralyn Hoerauf, AIA, LEED AP, Senior Project Manager, [geralyn.hoerauf@stvinc.com](mailto:geralyn.hoerauf@stvinc.com)

Questions regarding this Project during bidding may be directed to Tricia Palluzzi by email only at [triciap@geddisarchitects.com](mailto:triciap@geddisarchitects.com).



Bidders will be held accountable for the requirements of all documents made available including subsequent issued Pre-Bid Notifications and Addenda, if any. Although efforts will be made to make bidders aware of all Pre-Bid Notifications and Addenda, bidders are advised to contact the architect to verify they have all Pre-Bid Notifications and Addenda.

### **1.03. HOW TO OBTAIN BID DOCUMENTS**

Bid documents including plans and specifications can be obtained at [www.digiprintplanroom.com](http://www.digiprintplanroom.com). Click on the Private Jobs tab on the Menu. At the Job Key prompt, type in:

**Fair Haven**

The Job Key is case sensitive.

Plans and specifications can be purchased directly from the printer for delivery or PDF files can be purchased for download. Plans can be purchased as a package or individually.

Bidders will be notified as described of any Addenda and revised drawings will be posted on the [www.digiprintplanroom.com](http://www.digiprintplanroom.com) website.

### **1.04. RECEIPT AND OPENING OF BIDS**

The individual envelopes containing the Bids must be sealed and addressed to:  
Fair Haven Community Health Clinic Inc.  
374 Grand Avenue  
New Haven, CT 06513  
Attn: Nestor Quinones, Procurement Specialist

The outside of the envelopes must bear the name, and address of the Bidder. Bids will be opened publicly at the time included in the Invitation To Bid.

#### **Deliverables:**

The Bid Documents include a Form of Bid which must be completed in its entirety

The Bid must include a project schedule indicating construction duration as noted in the Bid Form

The Bid amount must include all costs for the Project

The Bid Form references additional certifications and representations included in the Bid Documents that must be completed and appended to the Bid Form in order for it to be considered responsive.

Bid Security in the form of a Bond or cashier's check in the amount of 5% of the Bid Amount is required to accompany the Bid.

Submit PDF copies of Bids via email to the Owner's Representative: [Geraldyn.Hoerauf@stvinc.com](mailto:Geraldyn.Hoerauf@stvinc.com) by



4:00PM on the bid due date.

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof.

Bids delivered prior to the day the Bids are actually opened will be deemed received upon the day of the actual opening of the Bids and will be retained in the interim only as a courtesy to the Bidder.

### **1.05. QUALIFICATIONS OF BIDDERS**

To be considered qualified, bidder must demonstrate to the Owner's satisfaction the following:

- a) The corporation, partnership, sole proprietorship or other business entity in whose name the bid is submitted has been in business, continuously, for no less than the previous five (5) years performing or coordinating the Work which they are bidding on.
- b) The Bidder has satisfactorily completed no less than five (5) related construction projects similar and of comparable size and type to this project as a Prime Contractor to the Owner and completed within the last three (3) years.
- c) The Bidder is not currently involved in bankruptcy proceedings. Bidders must disclose all current litigation processes within the last year
- d) The Bidder must be licensed to perform the Work they are bidding on in the jurisdiction the Work will take place.
- e) The Bidder is able to perform the Work with the manpower available to them.
- f) Contractor and each Sub-contractor must have a minimum of five (5) years' experience in the Work or applicable trade.
- g) Debarment and Suspension: The Contractor warrants and represents that neither it nor its principals, employees or agents who would perform services under this RFP are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

The Owner may make such investigation as it deems necessary to determine the qualifications of the Bidder to perform the Work and any Sub-contractors to be used for this Work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the Work contemplated therein. Conditional Bids will not be accepted.

### **1.06. BIDDER'S RESPONSIBILITIES**

- a) At the time of the opening of Bids, each Bidder will be presumed to have inspected the Site of the proposed Work and adjacent areas and to have read and to be thoroughly familiar with the Contract Documents (including all Addenda thereto). Each bidder will also be



presumed to be familiar with the scope and schedule of other projects concurrently scheduled at the project site. The failure or omission of any Bidder to obtain or examine any form, instrument or document or to inspect the site shall in no way relieve any Bidder from any obligation in respect to this Bid.

- b) Each Bidder shall, by careful examination of the site, satisfy himself as to the location of the work, the character, the quality and quantity of the work to be performed and materials to be furnished, the character of equipment and facilities needed preliminary to and during prosecution of the work, the general and local conditions and all other matters which in any way affect the work specified herein.
- c) The Bidder acknowledges that the proposed Contract Documents are generally complete, accurate, and sufficiently clear in scope and intent to permit the complete and proper construction of the Work, with the exception that any errors, omissions, ambiguities or perceived defects in the proposed Contract Documents known to the Bidder which have not been addressed in Addenda prior to the date of its Bid are set forth in an attachment to the Bid. Bidder agrees and acknowledges that, in the absence of such statement, Bidder has not discovered or been made aware of any such errors, omissions, ambiguities or perceived defects.
- d) After the Contract has been entered into, no consideration will be given for any misunderstandings as to the work and materials set forth herein and shown on any of the accompanying drawings, details or schedules, it being mutually understood that the tender of a bid carries with it an agreement to this and other obligations set forth in the Contract and specifications, drawings and details, noted indications and requirements.
- e) It is the intention of these specifications and accompanying drawings to provide for a complete, key-in-lock job under each particular Contract. The bid should therefore include all items of labor and materials, including all patching and repair work necessary even though such items may not be specifically noted to complete the finished job.

#### **1.07. ADDENDA**

No interpretation of the meaning of the Contract Drawings, specifications or other portion of the Contract Documents will be made orally. Every written request for such interpretation must be emailed and addressed to:

Geddis Architects  
P.O. Box 1020  
71 Old Post Rd. Southport, CT. 06890  
Phone: 203 256 8700  
Attn: Tricia Palluzzi [triciap@geddisarchitects.com](mailto:triciap@geddisarchitects.com)

and to be given consideration, must be received at the above address by the date noted in the Invitation To Bid. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by email to all known holders of Contract Documents at the respective addresses furnished for such purposes not later than two (2) days prior to the day fixed for the opening of Bids.

Requests for clarification or interpretation shall not be made directly to the Architect's consultants. All requests for clarification or interpretation shall be directed to the Architect. Verbal or telephone requests for clarification or interpretation will not be accepted or responded to.



Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under its Bid as submitted. All addenda so issued shall become part of the Contract Documents. Bidders must indicate on the Bid Form, the number and date of each Addendum.

Prospective Bidders are cautioned concerning the use of a Post Office Box address as telegraphic addenda cannot be sent to Post Office Boxes.

### **1.08. BID INSTRUCTIONS**

All blank spaces in the Bid forms must be appropriately filled in with ink and with both words and figures, except as provided below, and the Bid must be properly executed.

If there is any conflict between these documents and submitted proposals, these documents shall control.

#### **BIDDERS MUST COMPLETE AND RETURN ALL OF THE BID SECTIONS OF THE CONTRACT DOCUMENTS WITH THEIR BID**

If the Bid is made by a corporation, the official corporation name shall be given, and the Bid shall be signed by an authorized officer of the corporation, and the corporate seal affixed. If the Bid is made by a partnership, the official name as it appears on the Assumed Name Certificate shall be given and the Bid shall be signed by a partner. If the Bid is made by a sole proprietorship, the Bid shall be signed by the individual Owner.

All attachments, certifications or acknowledgements attached to the Bid shall be executed in the same manner as the Bid.

### **1.09. REQUIRED BID DOCUMENTS**

The bidder shall submit the following with his bid documents, all filled out and signed as required; which are considered an integral part of this bid. The Bidder understands that to be considered a Responsive Bid, his/her bid must include the submission of all of the following, fully executed documents:

- a) Bid Form.
- b) Substitution Listing (if applicable).
- c) Bidder's Qualification Statement (AIA Document A-305).
- d) Notarized assurance of Bidder's bonding eligibility on surety company's own letterhead.
- e) Bid Security.
- f) Resume and Qualifications of Project Superintendent.
- g) Tabulation of perceived errors, omissions, ambiguities or perceived defects in the Bidding
- h) Documents which have not been resolved by Addendum.
- i) Preliminary construction schedule (Gantt Chart) as specified by Section 013200 "Construction Progress Documentation"

### **1.10. PRE-BIDCONFERENCE**

A mandatory pre-bid conference will be held on October 13th, 2020 at 11:00 A.M. at 339 Eastern St., New Haven, CT, to tour the project site.

## END OF SECTION 1

### **INFORMATION FOR BIDDERS – SECTION 2** **AWARD OF CONTRACT**

#### **2.01. AWARD OF CONTRACT**

The award of the Contract will be made at the sole discretion of the Fair Haven Community Health Clinic, Inc. The award shall be made by the person or body authorized by the Owner to make such awards.

A Bid is considered to be an offer which confers upon the Owner the power to create a Contract by its acceptance. The Owner may accept an offer by written notice of the Award to the successful Bidder. The lack of actual knowledge by the successful Bidder that its offer has been accepted will not prevent a Contract from being formed.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received and to award the bid in a manner deemed in the best interest of the Owner. Fair Haven Community Health Clinic, Inc. reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date.

Fair Haven Community Health Clinic, Inc. reserves the right to accept other than the lowest cost proposal, and to negotiate the specified dollar amount, or any portion of that amount. Fair Haven Community Health Clinic, Inc. reserves the right to negotiate contract changes following the award.

Owner/Contractor Agreement shall be signed no later than fifteen (15) business days after notification of Award of Bid or five (5) business days following receipt of Contract whichever is later.

#### **2.02. ESTIMATED QUANTITIES**

The Bidder, by submitting its Bid, agrees that it is satisfied with and at no time disputes the lump sum amounts stated in the Bid as a proper means of comparing the Bids.

#### **2.03. COMMENCEMENT OF WORK**

Upon execution and delivery of the Contract and the delivery of the required performance and labor and material bonds and insurance certificates and policies by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the Work of the Contract. The Work of the Contract shall be commenced within seven (7) business days following such notification.

The Contractor shall notify the Owner, in writing, of his intention to enter upon the site of the Work at least two days in advance of such entrance.

#### **2.04. DOCUMENTS REQUIRED AT CONTRACT EXECUTION**





When executing the Contract, the Bidder shall be required to furnish and include with same all of the below items, properly executed:

- a) AIA Document A-101, properly executed and amended to reflect agreed upon costs and modifications.
- b) Certificates for all insurance required by Contract Documents.
- c) Performance Bond and Payment Bond.
- d) A designation of the Work to be performed with the Bidder's own forces.
- e) Copy of Bidder's current Connecticut registration as a Major Contractor.
- f) List of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work.
- g) List of subcontractors, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- h) Resume of Project Manager
- i) Resume of General Contractor's Project Site Superintendent
- j) Construction Schedule
- k) Company Safety Program

## **2.05 CONTRACT TIME**

No work for this project shall commence prior to "Award of Contract". Substantial Completion shall be no later than March 26, 2020.

**END OF SECTION 2**

## **INFORMATION FOR BIDDERS – SECTION 3** **MISCELLANEOUS PROVISIONS**

### **3.01. HOURS AND WAGES**

No laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work contemplated by the Contract shall be permitted or required to work more than required by applicable Federal and State Labor Laws.

### **3.02 DISCRIMINATION PROHIBITED (See Labor Law Section 200-e)**

The Contractor agrees, in accordance with the applicable provisions of the Labor Law of the State of Connecticut.

- a) That in the hiring of employees for the performance of Work under this Contract or any Subcontract hereunder, no Contractor, Subcontractor, shall by any reason of race, creed, color, national origin, sex, ancestry, religion, sexual preference, disability, age, marital status, or status as regards to public assistance or veteran's status, discriminate against any citizen of the State of Connecticut who is qualified and available to perform the Work to which the employment relates;
- b) That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color, national origin, or sex;



- c) That there may be deducted from the amount payable to the Contractor by the Owner under this Contract a penalty of five (\$5) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;
- d) That this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms of conditions of this section of the Contract;
- e) The aforesaid provisions of this section covering every Contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of Connecticut.
- f) This contract is not subject to state set-aside and contract compliance requirements. However, the contractor must demonstrate good faith effort to employee minority and small business enterprises as subcontractors and suppliers of materials

### **3.03. NON-COLLUSION CERTIFICATION**

Each Bidder shall complete the Non-Collusive Bidding Certification attached at the end of this section.

### **3.04. WORKERS' COMPENSATION**

This Contract shall be void and of no effect unless the person or corporation making or performing such Contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees, in compliance with the provisions of the Workers' Compensation Law.

### **3.05. SALES AND USE TAX EXEMPTIONS**

The Owner is an exempt organization under the Tax Law of the State of Connecticut. Accordingly, the following transactions, if occurring under this Contract, are exempt from the sales and compensating use taxes of the State of Connecticut and of cities and counties thereof, and no sales and compensating use taxes relative to these exempt transactions shall be included in Bids:

- a) the sale of materials, equipment and supplies to the Owner;
- b) sale to the Contractor or his Subcontractors of materials, equipment, and supplies for use in erecting any structure or building included in the Project or in adding to, altering or improving any real property included in the Project, provided that such materials, equipment, and supplies are to become an integral component part of such structure, building or real property ( i.e., incorporated in the project);
- c) the sale to the Contractor or his Subcontractors of materials, equipment and supplies to be resold to the Owner other than those described in (b) above.

This Project is to be Bid, the Contract drawn and payments made in such manner that the Owner shall have the full advantage of all available exemptions from sales and compensating use taxes.

The Contractor, his Subcontractors and his Materialmen shall complete Connecticut Sales Tax Exempt forms (Contractor Exempt Purchase Certificate) and shall furnish such certificates to all persons, firms or corporations from whom they purchase materials, equipment and supplies which may be tax exempt as provided above.



The Contractor and his Subcontractors shall maintain and keep for a period seven (7) years after the date of final payment for the sale, or, if a claim for sales or compensating use tax is pending or threatened at the end of such seven year period, until such claim is finally determined and settled, records which in the judgement of the Connecticut State Department of Revenue Services adequately show all such tax exempt materials, equipment and supplies purchased by each.

Each Bidder shall include in this Bid and shall be responsible for the payment of all cost and liabilities (other than those directed to be excluded as in this section above provided) for the amounts assessed under any applicable sales, consumer, use or similar tax, any assessment or tax upon the wages and salaries paid employees of the Contractor and the Subcontractors under the Contract and any other applicable taxes however assessed.

### **3.06. PERFORMANCE AND PAYMENT BONDS**

The Performance Bond and Payment Bond shall be written in favor of Fair Haven Community Health Clinic, Inc. each in an amount equal to not less than 100% of the Contract Price, and shall be executed by a surety company authorized to do business in the State of Connecticut and with an A.M. Best rating of A-VII or better, licensed by the CONNECTICUT INSURANCE DEPARTMENT. The required Performance Bond and Payment Bond shall be on the prescribed forms.

In lieu of Performance Bond and Payment Bonds, Contractor may provide a letter of credit from a bank authorized to transact business in the State of Connecticut as security. The form of the letter shall be as prescribed by the Owner and subject to the approval of the Owner.

**END OF SECTION 3**

**- END OF INFORMATION FOR BIDDER SECTIONS-**

**Non-Collusive Form**  
**BID PROPOSAL CERTIFICATIONS**

Firm Name \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Bid \_\_\_\_\_

I. General Bid Certification

The bidder certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding Certification

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.’

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**Signature (Authorized)** \_\_\_\_\_

**Title** \_\_\_\_\_

**Sworn to before me this** \_\_\_\_\_ **Day of** \_\_\_\_\_ **2019**

\_\_\_\_\_