

GRIFFIN HEALTH SERVICES CORPORATION

GRIFFIN HOSPITAL- PHASE 1

FUEL TANK REPLACEMENT for EMERGENCY
GENERATOR and DISTRIBUTION UPGRADES

2024



Invitation to Bid

Removal of current underground storage tank and replacement of underground fuel storage tank

BIDS DUE BY MAY 1, 2024, 5:00 p.m.

Please submit two hard copies of all bids and an electronic version on a thumb drive to:

**Patrick Charmel, President & CEO
Griffin Hospital
130 Division Street
Derby, CT 06418**

**In addition, you are directed to e mail
amurphy@griffinhealth.org confirm that the bid
has been delivered.**

INVITATION TO BID

Griffin Health Services Corporation by and through Griffin Hospital hereby publishes this Invitation to Bid on the following terms:

1. Project Cost Estimate in \$ _____
2. Bidders must be Certified Set-aside Contractors if their bid is \$500,000 or below.
3. Bidders must be DAS-Prequalified Contractors if their bid exceeds \$1,000,000.

Where the estimated value is \$1,000,000 or greater, will need to comply with C.G.S. Sec. 4b-91. In such cases the contractors must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS). When applicable, this requirement will need to be included in the Invitation to Bid as a prerequisite for selecting the Lowest Responsible and Qualified Bidder.

4. BID OPENING: May 2, 2024 at 2:00 pm Local Time at Griffin Hospital, 130 Division Street, Derby, Connecticut, Board Room.
5. Plans and Specifications will be Electronically available at:
www.griffinhealth.org/tankRFP
 - Plans and Specifications include: Construction documents prepared by VanZelm Heywood & Shadford (vZHS) for Griffin Hospital Comprised of Division 23 and Division 26 Specifications and Drawings as indicated in attached Table of Contents.
6. Pre-bid Meeting: All potential bidders are advised to attend a pre-bid meeting at the project location on **FRIDAY, April 26, 2024 at 10:00 am local time.**
7. Contract to be awarded on or about June 1, 2024 with a start date on or about June 15, 2024 (dependent on the procurement of the underground storage tank as outlined in the construction documents.
8. Completion Time Allowed: The project must be completed by September 30, 2024 unless otherwise specified in the proposal and agreed to by Griffin Hospital in the award.

9. Liquidated Damages shall be established at \$250 per day past the above-referenced date of completion, in accordance with, and subject to, the DECD guidelines, as follows:
 - a. For Major Construction/Renovation Projects, the DECD Grantee shall provide an anticipated construction duration period (# of days) within the project manual that will be used in the bid package.
 - b. As a prerequisite to executing a construction contract with the “Lowest Responsible and Qualified Bidder”, the Contractor shall agree on the substantial completion date in accordance with the plans, project manual, and other contract documents, taking into consideration average weather conditions, availability of labor delivery of materials and equipment.
 - c. If the Contractor neglects, fails or refuses to achieve substantial completion of work by the substantial completion date in the executed construction contract, and such delay is not otherwise excused under this contract, then the Contractor shall agree to pay the Owner a liquidated damage for breach of contract for each and every calendar day that the Contractor shall be in default of the project work.
 - d. Damages due to Contractor’s delay are difficult to determine and accurately specify so the Owner shall determine the most accurate amount of liquated damages for the project subject to DECD concurrence prior to bidding.
10. All bids must contain a signed CHRO Contract Compliance Regulations Notification to Bidders. Bids not including this form should be considered incomplete and rejected. This form is attached, and can also be found at:

<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

***Griffin Hospital is an Affirmative Action/Equal Opportunity Employer.
Minority/Women's Business Enterprises are encouraged to apply.
This contract is subject to state set-aside and contract compliance
requirements.***

BID PACKAGE REQUIREMENTS

1. Bidding: All bidders are required to submit two hard copies of all bids and an electronic version on a thumb drive to:
 Patrick Charmel, President & CEO
 Griffin Hospital
 130 Division Street
 Derby, CT 06418

In addition, you are directed to e mail amurphy@griffinhealth.org confirm that the bid has been delivered.

Please contact Amy Murphy at 203.732.7500 with any questions.

2. Deadline for Receipt of Bid Package Documents: Bid Package documents must be submitted prior to the date and time of the bid opening. Failure to submit any of the items prior to the bid opening shall cause rejection of the bid and shall not be considered a minor irregularity under Conn. Gen. State. 4b-95.
3. Failure to submit the documents before the stated deadline may result in rejection of the bid at the discretion of the Griffin Hospital.
4. If there are any delays in requested supportive documents, the bid shall remain valid for the same number of days.

TABLE 1			
ALL BIDDERS MUST PROVIDE THE FOLLOWING			
Construction Costs:		The Bid Proposal Form, Other Bid Package Documents, Affidavits, and Certifications shall be uploaded to CTsource by <i>all</i> Bidders prior to the Date and Time of the Bid Opening.	Form Location
Less Than \$500,000	Greater Than \$500,000		
Bid Proposal Form and Other Bid Package Documents			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Standard Bid Bond or Certified Check	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	General Contractor Bidder's Qualification Statement	
	<input checked="" type="checkbox"/>	DAS Prequalification Certificate	
		DAS Update (Bid) Statement	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of authority	

<input checked="" type="checkbox"/>		DAS Set-Aside Certificate	
<input checked="" type="checkbox"/>		Bidder Contract Compliance Monitoring Report	
Affidavits and Certifications			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Gift and Campaign Contribution Certification – OPM Ethics Form 1	

INSTRUCTIONS TO BIDDERS

1. A complete bid package shall consist of all the documents listed in Table 1.
2. Two copies of the bid package along with an electronic copy on an external drive shall be delivered to: Patrick Charmel, President & CEO Griffin Hospital, 130 Division Street, Derby, CT 06418 no later than **May 1, 2024, 5:00 p.m.**
3. Following submission of the bid, an e-mail should be directed to Amy Murphy, amurphy@griffinhealth.org to confirm that the bid has been delivered.
4. Bidders will have the opportunity to ask questions until April 26 2024, 5:00 p.m., seven (7) days prior to the submission deadline. Questions should be directed to Amy Murphy at AMurphy@griffinhealth.org and responses will be posted as an addendum to the Invitation to Bid at www.griffinhealth.org/tankRFP

* Bidders should note that State of Connecticut Labor Department prevailing wage rates **will** apply to this project.

BID PROPOSAL FORM

Date: _____

Proposal of: _____
Bidder's legal company name

Bidder's address

To Griffin Hospital:

1. In accordance with Chapter 60 Part II of the Connecticut General Statutes, as amended, and pursuant to, and in compliance with your Invitation to Bid, the Notice to Bidders, the Contract, including the conditions thereto, the Bid Security, I (we) propose to furnish the labor and/or materials, installed as required for the project named and numbered on this Bid Proposal Form, submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including, but not limited to, the specifications and/or drawings together with all addenda issued by your authority and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said Bid Proposal Form, hereof.
2. I have reviewed the Plans and Specifications which include: Construction documents prepared by VanZelm for Griffin Comprised of Division 23 and Division 26 Specifications and Drawings as indicated in attached Table of Contents, and the bid proposal encompasses the project as specified, detailed and described therein.
3. The Lump Sum Base Bid by me (us) on the Bid Proposal Form includes all work indicated on the drawings and/or described in the specifications, except:
 - i. Work covered by Supplemental Bids as may be listed on the Bid Proposal Form and General Requirements.
 - ii. Contingent Work covered by the Unit Prices included within the General Requirements.
 - iii. Contingent Work covered by the Contractor Provided Unit Prices as may be listed on the Bid Proposal Form in Section ____.

4. I (we) acknowledge and agree to the following:
 - i. To hold the bid price for up to sixty (60) calendar days and longer if mutually agreed upon.
 - ii. To include in the bid price any additional work required while meeting all permit conditions and special specifications.

5. This Bid Proposal Form is submitted to and in compliance with the foregoing and following conditions and/or information:
 - i. Award
 - i. All proposals shall be subject to provisions in the Notice to Bidders and for purpose of award, consideration shall be given only to Bid Proposals submitted by qualified and responsible bidders.
 - ii. The award shall be made on the lowest Lump Sum Bid as stated in this Bid Proposal Form, or the lowest Lump Sum bid as stated in this Bid Proposal form and any or all supplemental bids.
 - iii. In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

 - ii. Commencement and final completion of work
 - i. The General Contractor shall commence Work within fourteen (14) calendar days after receiving "Notice To Proceed" by the Commissioner or the authorized representative and continue for three hundred and sixty five (365) calendar days for completion of the project.

 - iii. Liquidated Damages
 - i. The General Contractor shall be assessed Two Hundred and Fifty (\$250) Dollars in Liquidated Damages per day for each calendar day beyond the Date given for Final Completion of the Contract according to the Contract Time.

 - iv. Contractor's Insurance Requirements and Indemnification Agreement

1. The General Contractor must provide a valid and currently dated Certificate of Insurance (COI).
2. The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.
3. The insurance coverage's carried by the Contractor shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law.
4. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.
5. At a minimum, the COI shall indicate that the following coverage's and limits are in place:
 - i. Commercial General Liability: Minimum Limits Required:
 - \$2,000,000 General Aggregate
 - \$2,000,000 Producers/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury
 - \$100,000 Fire Damage – Any One Fire
 - \$5,000 Medical Expense – Any One Person

Griffin Hospital will be included as an Additional Insured onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a primary and non-contributory basis and include completed operations coverage's.

The CGL policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against Griffin Hospital.

- ii. Business Auto/ Commercial Auto Insurance: Minimum Limits Required:
 - \$ 1,000,000 Liability

- Griffin Hospital will be included as an Additional Insured onto the Commercial Auto/ Business Auto policy carried by the Contractor.
 - The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against Griffin Hospital.
- iii. Workers Compensation/Employers Liability Insurance
- Coverages and limits as required by law
Connecticut State law
- Employers Liability Limits:
 - 500,000 each accident
 - 500,000 aggregate for injury by disease
 - 500,000 each employee for injury by disease
 - The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against Griffin Hospital.
- iv. Umbrella Liability/Excess Liability: Minimum Limits required:
- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate
 - Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
 - The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Griffin Hospital.

6. DECD insurance requirements

Additionally, all bidders must comply with the insurance requirement of the DECD including:

- a. The project's Assistance Agreement between the DECD and the Grantee should be followed for insurance requirements.
- b. Contractor's Certificate of Insurance shall be required. The grantee is responsible for insuring that the levels are adequate.
- c. State of Connecticut shall be listed as additionally insured under the following coverages:
 1. Commercial General Liability - \$1M per occurrence;
 2. General Aggregate - \$2M; and
 3. Umbrella Liability – If it is provided to the grantee.
- d. Builder's Risk Insurance, when applicable, should be obtained either through the general contractor or construction manager. A copy of the Builder's Risk Certificate should be provided to DECD with the State of Connecticut listed as A.T.I.M.A.
- e. The "Hold Harmless" Indemnification endorsement of the insurance shall include the interest of the municipality and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named.

7. Special hazard liability insurance is required.

8. No Limitation on liability.

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers

Compensation acts, disability benefits acts or other employee benefit acts

9. Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverage's required under this agreement at the Contractors sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

10. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project. The Contractor's obligation to hold harmless, defend and indemnify Griffin Hospital.

v. BIDDER'S QUALIFICATION STATEMENT AND OBJECTIVE CRITERIA FOR EVALUATING QUALIFICATIONS OF BIDDERS:

- i. Information in regards to the General Contractor's and the Named Subcontractor's Bidder's Qualification is submitted and is made part of this Bid Proposal Form.
- ii. The General Contractor is required to complete the General Contractor Bidder's Qualification Statement.
- iii. Any Named Subcontractor as listed in this Bid Proposal Form is required to complete the Named Subcontractor Bidder's Qualification Statement. To facilitate compliance with this requirement, the apparent low bidder will have ten (10) calendar days from to submit the completed Named Subcontractor Bidder's Qualification Statement. This information will be considered as part of your Bid Proposal Form and failure to comply with any portion of this requirement will be cause to reject your bid.

- iv. The Objective Criteria for Evaluating Bidders that are included is to assure that the State of Connecticut will secure the "lowest responsible and qualified bidder" who has the ability and capacity to successfully complete the Bid Proposal Form and the Work.

- vi. Nondiscrimination and labor recruitment:
 - i. I (we) agree that the Contract awarded for this project shall be subject to Executive Orders No. Three & Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O. 3-1, when and as requested.

- vii. Federal and State Wage Determinations:
 - i. The U.S. Secretary of Labor's latest decision and the State of Connecticut Wage Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as the annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor.

- viii. Certification of Bidder Regarding Equal Employment Opportunity & Non Segregated Facilities:
 - i. The General Contractor and Subcontractors are hereby advised that upon acceptance of their bids they are obligated to fill out within seven (7) calendar days the certification required pursuant to Executive Order No. 11246, and agree to certify to the compliance of non-segregated facilities.

- ix. Equals and/or substitutions:
 - i. All submissions shall contain all the information necessary for Griffin Hospital to evaluate the submission and the request. Failure to submit

sufficient information to make a proper evaluation, including submittal of data for the first manufacturer listed as well as the data for the "Equals and/or Substitutions" proposed, shall result in a rejection of the submission and request.

6. Accompanying this proposal is:

1. A BID BOND having as surety thereto a Surety Company or Companies authorized to transact business in the State of Connecticut and made out in the penal sum of 10% of the bid, or in the amount of:

_____ dollars

7. A Labor and Material Bond will also be required for contract amounts exceeding \$100,000.

8. All drawings and maps submitted in connection with any proposal will be stamped by a licensed architect or engineer.

9. I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Bid Proposal and that it is made without any connection with any other person making any Bid Proposal for the same work. No person acting for, or employed by, the State of Connecticut or the Griffin Hospital is directly or indirectly interested in this Bid Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Bid Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the Bid Proposal of any other person or corporation. This Bid Proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the labor and materials needed, this Bid Proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State of Connecticut or Griffin Hospital.

10. Each class of Work set forth in a separate section of the specifications pursuant to this Section shall be a subtrade designated in this Bid Proposal Form and shall be the matter of a subcontract made in accordance with the procedure set forth herein.

11. The undersigned proposes to furnish all labor and materials required for the removal of the current emergency generators at Griffin Hospital, 130 Division Street, Derby, CT 06418, procurement of new emergency generators, installation of new emergency generators and fuel storage tank replacement in accordance with the accompanying plans and specification prepared by VanZelm Engineers for the contract sum specified herein subject to additions and deductions according to the terms of the specifications.

12. A 5% retainage shall be held on all AIA documents.

13. Project must display signage in conformity with the DECD sign protocol, attached.

14. Work on structures older than 50 years of age may be subject to SHPO review.

15. A copy of DAS pre-qualification certificates for trade packages over \$1,000,000 must be provided with bid package, if applicable.

16. There are ___ addenda / addendums to this bid proposal which I (we) accept to be on notice of.

17. The proposed contract price is as follows:

i. \$ _____, _____
(written amount).

ii. The sub totals noted below are a breakdown of the total bid price quoted above:

Item No.	Bid Description	Amount
1.	Removal of Underground Storage Tank, piping from tank to inside building (interior piping shall be abandoned in place), and Slabs	\$
2.	Procurement /Installation / Connection of new underground Fuel Storage Tank and associated tank monitoring system	\$
3.	Other: specify	
	Total:	\$

- iii. The work to be performed by the General Contractor, with his own forces is as follows: (Do not include the value of the unnamed subcontractors.)

\$ _____, _____ (written amount).

- iv. The Contractor shall coordinate all unit price items with Specifications and Contract Drawings.
- v. The undersigned agrees that if selected as the General Contractor, I (we) shall, within seven (7) calendar days (legal State holidays excluded) after notification thereof by the awarding authority, execute a Contract in accordance with the terms of this Bid Proposal Form and Contract.
- vi. The undersigned agrees and warrants that they have made good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials under such Contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning their employment practices and procedures as they relate to the current provisions of the Connecticut General Statutes governing Contract requirements.
- vii. A duly authorized representative of the Bidder or Bidder's partnership, firm, corporation or business organization must sign all Bid Proposals Forms.

(NO ELECTRONIC SIGNATURE IS PERMITTED).
ALL INFORMATION BELOW IS TO BE FILLED IN BY THE BIDDER.

Signed this ___ day of _____, 2024

Firm Name (complete legal name): _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Bidder Signature: _____

Duly authorized: _____ Title: _____

Print Name: _____