

INVITATION FOR BIDS  
SP-11 Rev. 10/03

Jill Belisle  
Contract Specialist

(860) 713-5149  
Telephone Number

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT SERVICES  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO Box 150414  
HARTFORD, CT 06115-0414



**NOTICE TO VENDORS: Logon to**  
**<http://www.das.state.ct.us/busopp.asp>**  
**select the Bidder Notification System &**  
**complete the form to automatically receive a synopsis**  
**of new Bids & RFP's via e-mail.**  
**Addresses for undeliverable e-mails will be deleted.**

[www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp)  
DAS CT State Web Site

jill.belisle@po.state.ct.us  
Contract Specialist E-mail Address

(860) 622-2912  
Fax Number

**Invitation for Bids**  
*SPECIFICATIONS & BID DOCUMENTS ATTACHED*

Bid Number: **05PSX0376** Bid Opening Date & Time: **7 December 2005 at 10:30 AM Eastern Time**

Bid Description: **Rental of Trucks 32,000 GVWR Trucks with Operators for Snowplowing on State Highways**

*Special Instructions:* **This bid is being established to provide additional trucks and once awarded will merge into the existing contract award 05PSX0226. Please do not bid vehicles offered on 05PSX0226 and 05PSX0349.**

**Note:** Trucks selected after December 16<sup>th</sup> WILL NOT RECEIVE THE per truck guarantee.

**SEALED BID NO.:** 05PSX0376

**NOT TO BE OPENED UNTIL:** 7 December 2005  
10:30 AM Eastern Time

Return Bid To:

PROCUREMENT SERVICES  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE OF CONNECTICUT  
165 CAPITOL AVE 5<sup>th</sup> FLOOR SOUTH  
PO BOX 150414  
HARTFORD CT 06115-0414

**NOTE:** *Always use mailing label at left on all packages when returning the ORIGINAL & ONE COPY of your bid response.*

**Bids cannot be accepted after specified Bid Opening Time.**

Vendors will not be admitted to state buildings without a valid photo ID.

**Hand-delivered bids must be brought to:**  
**DAS Customer Service**  
**Room 110**  
**165 Capitol Avenue,**  
**Hartford, CT**

# STATE OF CONNECTICUT

## BIDDER'S CHECKLIST

<b>Bid Number:</b> <b>05PSX0376</b>
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### READ CAREFULLY

**IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.**

- \_\_\_ 1. The **Bid Proposal** (SP-26) **must be signed** by a duly authorized representative of the company. *Unsigned bids automatically rejected.*
- \_\_\_ 2. The **Proposal Schedule** (SP-16) **must be included** with your bid and contain the following:
- \_\_\_ a. VENDORS NAME **MUST BE** IN THE UPPER RIGHT CORNER OF ALL PROPOSAL SCHEDULE PAGES.
- \_\_\_ b. The bid prices you have offered have been reviewed and verified.
- \_\_\_ c. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
- \_\_\_ d. Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
- \_\_\_ e. The **payment terms are Net 45 Days** (You may offer cash discounts for prompt payment). Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. *Exception:* State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 4a-60j.
- \_\_\_ f. The **delivery information** block has been completed. Be specific: In most cases, "as ordered" or "as required" is not complete information.
- \_\_\_ 3. **Vendor Affidavit** must be signed, notarized, and returned with bid. Failure to do so may result in bid rejection.
- \_\_\_ 4. Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
- \_\_\_ 5. If required the amount of **bid surety** has been checked and the surety has been included.
- \_\_\_ 6. Form DAS-45 or SP-34 (as applicable) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
- \_\_\_ 7. Any addenda (SP-18) to the bid have been signed and included.
- \_\_\_ 8. MAKE SURE TO INCLUDE THE **ORIGINAL PROPOSAL SCHEDULE PAGES** (SP-16) ALONG WITH **ONE COPY** (unless more copies are requested within the bid specifications).
- \_\_\_ 9. The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
- \_\_\_ 10. The pre-addressed mailing label has been used on your bid envelope *or* the bid envelope has been:
- \_\_\_ a. marked with the **Bid Number** and **Bid Opening Date &**
- \_\_\_ b. addressed to:
- State of Connecticut  
Department of Administrative Services  
Procurement Services  
165 Capitol Avenue, 5<sup>th</sup> floor  
PO Box 150414  
Hartford, CT 06115-0414
- \_\_\_ 11. The bid is mailed or hand-delivered in-time to be received no later than the designated opening date and time. **Late bids are not accepted under any circumstances.** Please allow enough time if mailing in your bid. Hand-delivered bids must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Ave, Hartford, CT.
- \_\_\_ 12. **Do not return** pages that you are not quoting on. **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

BID PROPOSAL  
SP-26 Rev. 11/97

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT SERVICES  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO BOX 150414  
HARTFORD, CT 06115-0414

BID NO.  
05PSX0376

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**Read & Complete  
Carefully**

Page 1 of 3

BID NO: <b>05PSX0376</b>	BID DUE DATE: <b>7 December 2005</b>	BID DUE TIME: <b>10:30 AM Eastern Time</b>	BID SURETY: <b>\$0.00</b>	DATE ISSUED: <b>23 November 2005</b>
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DESCRIPTION: **Rental of Trucks 32,000 GVWR Trucks with Operators for Snowplowing on State Highways**

FOR: <b>Department of Transportation, All Using State Agencies and Political Subdivisions 2800 Berlin Tnpk Newington, CT 06131</b>	TERM OF CONTRACT / DELIVERY DATE REQ'D: <b>Date of Award through May 31, 2008</b>
Agency Requisition Number(s): <b>00024443A</b>	

**INVITATION FOR BIDS:** Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed proposals will be received by Procurement Services for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed to state agencies.

**NOTE: Bidder means Individual/Sole Proprietor, Partnership or Corporation name.**

**IMPORTANT: ALL pages of this form, Sections 1 through 4 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form constitutes grounds for rejection of your bid.**

Section 1 of 4 - **BIDDER INFORMATION**

COMPLETE BIDDER LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER			DATE EXECUTED
<b>←SIGN HERE</b>			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.			

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**PROCUREMENT SERVICES**  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
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BID NO. <b>05PSX0376</b>
-----------------------------

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(860) 713-5149  
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**Read & Complete**  
**Carefully**

Section 1 of 4 - <b>BIDDER INFORMATION (CONTINUED)</b>
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BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address & Contact information on back of this form.				
BIDDER E-MAIL ADDRESS			BIDDER WEB SITE	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input type="checkbox"/> SAME AS BIDDER ADDRESS ABOVE.				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE

CONTACT INFORMATION: NAME (TYPE OR PRINT)		
1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:
CELLULAR:		2 <sup>ND</sup> PAGER:
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:
2 <sup>ND</sup> FAX NUMBER:		TELEX:
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER		DATE EXECUTED
 <b>SIGN HERE</b>		
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH CERTIFICATE COPY TO BID) <input type="checkbox"/> NO		
IF YOU ARE A <b>STATE EMPLOYEE</b> , INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.		

<b>FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	<input type="checkbox"/> EDI
<b>If EDI was selected, give us a person to contact in your company to set up EDI:</b>			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
<b>FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION BELOW IF REQUIRED**

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**PROCUREMENT SERVICES**  
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Section 2 of 4 – **IMPORTANT INFORMATION FOR BIDDERS**

**AFFIRMATION OF BIDDER: The abovesigned bidder affirms and declares:**

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of Form SP-19 of current issue and in effect on the date of bid issue. Form SP-19, entitled Standard Bid and Contract Terms and Conditions are made a part of the contract.
2. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of all Special Bid Terms and Conditions attached hereto.
3. That should any part of this proposal be accepted in writing by Procurement Manager within thirty (30) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL BID AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of thirty (30) days or an earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.
4. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the PROPOSAL SCHEDULE at the prices bid therein.
5. **Should Procurement Services determine that bidder has not completed Section 3 - Bidder Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this bid.**

Section 3 of 4 - **BIDDER DEBARMENT AND/OR SUSPENSION**

The abovesigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

YES  NO

The abovesigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

YES  NO

If the abovesigned bidder and/or any company official or any subcontractor to the bidder and/or any company official *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached to this document when submitting this proposal.

Number of notices attached \_\_\_\_\_

Section 4 of 4 – **OTHER NOTICES**

**Notice regarding Package Handling at 165 Capitol Avenue**

As part of new security processes, all mail, packages and parcels, **including bids**, delivered to the State Office Building at 165 Capitol Avenue will be opened and examined by trained mail handling staff. Bids will then be resealed, forwarded to Procurement Services, and opened as scheduled. This procedure also applies to hand- carried packages.

Bidders, note that additional time will be required to carry out these procedures. Allow extra time for processing of mail or personally delivered bids to Procurement Services. Remember, Bids cannot be accepted after Bid Opening Time specified on the bid.

***NOTE: ALWAYS USE MAILING LABEL INCLUDED WITH EACH BID ON ALL PACKAGES WHEN RETURNING THE ORIGINAL & ONE COPY OF YOUR BID RESPONSE.***

***SIGNATURE OF AUTHORIZED PERSON IN SECTION 1 CONSTITUTES AGREEMENT WITH ALL PROCEDURES INDICATED ABOVE.***

STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 10/05  
(Prev. Rev. 1/05)  
Jill Belisle  
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PO Box 150414  
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BID NO.:  
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Standard Bid and Contract Terms and Conditions - Page 1 of 4

All Invitations For Bids issued by the Department of Administrative Services, Procurement Services will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by Procurement Services. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. 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.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.

5. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

6. 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.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All bids will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Procurement Services may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

16. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.

Contract

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to

STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 10/05  
(Prev. Rev. 1/05)  
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STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
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165 Capitol Avenue, 5<sup>th</sup> Floor South  
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BID NO.:  
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Standard Bid and Contract Terms and Conditions - Page 2 of 4

execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

21. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

22. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

23. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

24. This provision and its subsections are included in this Agreement in accordance with sections 6 and 11 of Governor M. Jodi Rell's Executive Order #7A: (a) The State Contracting Standards Board (the "Board") may, for cause, review this Agreement and recommend to the contracting agency, for its consideration and final determination as required or permitted by and in accordance with this Agreement and applicable law, termination of this Agreement after providing fifteen days' prior written notice to the contracting agency and

the applicable contractor that it will review the Agreement. The results of the Board's review, together with its recommendations, shall be provided to the contracting agency and any other affected party in a timely manner, provided that nothing shall be construed to limit the power of the commissioner or department head of the contracting agency to consider the recommendations of the Board, as required or permitted in accordance with applicable law. For the purpose of this provision, "for cause" means: (1) A violation of Sections 1-84, 1-86e or 4a-100 of the Connecticut General Statutes or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in this Agreement or the contracting agency. (b) The contractor shall disclose to the head of the contracting agency prior to its execution of this Agreement any items of value provided to any State employees for which full payment has not been made.

Delivery

25. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

26. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

27. Deliveries are subject to re-weighing on State sealed scales.

28. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

29. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

Tangible Personal Property

30. (a) For any contract for provision of tangible personal property to the state entered into on or after the effective date of this section, each department head, as defined in section 4-5 of the general statutes, shall enter into an agreement with the contractor pursuant to which such contractor shall agree, on its own behalf and on behalf of each affiliate, as defined in subsection (d) of this section, of such contractor, for the term of the state contract, to collect and remit to the state on behalf of its customers any use tax due to the state under the provisions of chapter 219 of the general statutes for items of tangible personal property sold by the contractor or by any of its affiliates in the same manner as if the contractor and its affiliates were engaged in the business of selling tangible personal property for use in this state and had sufficient nexus with this state to be required to collect use tax due to the state. (b) The following provisions shall apply to and be made part of any agreement entered into pursuant to subsection (a) of this section: (1) The contractor and its affiliates are not liable for use tax not paid to them by a customer; (2) A customer's payment of a use tax to the contractor or its affiliates relieves the customer of liability for the use tax; (3) The contractor and its affiliates shall remit all use taxes they collect from customers on or before the due date specified in the agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected; and (4) Any contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the agreement shall be subject to the interest and penalties provided for persons required to

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SP-19 Rev. 10/05  
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BID NO.:  
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Standard Bid and Contract Terms and Conditions - Page 3 of 4

collect sales tax under chapter 219 of the general statutes. (c) Any agreement entered into under subsection (a) of this section may provide that the contractor and its affiliates shall collect the use tax only on items that are subject to the six per cent rate of tax. (d) For purposes of this section, "affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. For purposes of this subsection, "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest. (PA 03-01 Sec.105)

Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

32. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

Rights

33. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

34. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

36. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Records, Files, and Information

37. The contract resulting from the ITB is subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

38. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

Health Insurance Portability and Accountability Act (HIPAA)

39. 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 Bidder's 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



STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 10/05  
(Prev. Rev. 1/05)  
Jill Belisle  
*Contract Specialist*  
  
(860) 713-5149  
*Telephone Number*

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT SERVICES  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO Box 150414  
HARTFORD, CT 06115-0414

BID NO.: 05PSX0376
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Standard Bid and Contract Terms and Conditions - Page 4 of 4

**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.**

05PSX0376  
**NOTICE TO BIDDERS**

Bids are due on December 07, 2005 at **10:30 AM**.

\* NEW: This is a 3-year term contract

Submission of a bid does not guarantee being placed on the contract award.

**INSURANCE PROVISIONS:**

The State of Connecticut must be listed as an additional insured party on the contractor's commercial general liability policy, and also on the automobile liability policy.

OCP POLICIES ARE NOT REQUIRED.

The dollar thresholds for the **automotive** liability policy are \$1,000,000/\$2,000,000. ***Insurance certificates documenting a combined single limit (csl) of \$1,000,000 and not an aggregate amount are acceptable.** The aggregate amount only needs be shown when the insurance underwriter restricts policies in that manner.*

UMBRELLA POLICIES may be used to meet the insurance provision; however, in so doing the State of Connecticut must also be listed as an **additional insured party**.

**MAXIMUM HOURLY RATE:**

The maximum hourly rate for trucks is **\$115.00 per hour**.

The maximum hourly rate for spreaders is **\$35.00 per hour**.

The maximum hourly rate paid for ground speed spreader is **\$10.00 per hour**.

**BLADES:** Payment for blades and attaching bolts furnished by the State will be paid for by the contractor at a cost of \$50.00 for each blade. The cost will be documented and deducted from the contract payment on the Form Maint. 81 for that storm.

Please be very careful in filling out the proposal schedule, be specific in listing trucks, making sure all information is clear and accurate.

\* As a term contract, annual rates will increase based on DOT's evaluation of the maximum hourly rate. For example, if the maximum is \$100 and Dan bids \$100 and Tom bids \$75 and the maximum rate increases to \$125, Dan's rate will increase to \$125 and Tom's rates will increase to \$100.

05PSX0376

## **SET-ASIDE PARTICIPATION ON THIS CONTRACT**

Please be advised that when this bid is awarded, a minimum of **25%** of this contract award must be set-aside for certified Connecticut Small Business Enterprises. This is pursuant to C.G.S. 32-9e that required State Agencies to set-aside at least twenty-five (25%) percent of all contracts available for the purchase of goods and services from certified small business.

**Please note that certified business must provide with their bid a copy of their current certificate from the Department of Administrative Services/Business Connections Division.**

Certified Connecticut Small Business enterprises are those businesses who hold a current certificate from the State of Connecticut's Department of Administrative Services/Business Connections Division.

To become a certified small business, your company must meet the qualifications as determined by legislation, under Section 32-9e to 32-9h of the Connecticut General Statutes (CGS).

### WHAT QUALIFIES A BUSINESS AS A CERTIFIED SMALL BUSINESS?

1. Must be doing business under the same ownership and management and has maintained its principal place of business in the state, for a period of at least one year immediately prior to the date of application for certification under this program.
2. Company gross revenues must not exceed ten million dollars in the most recently completed fiscal year prior to application to the program.
3. Company must be owned at least fifty-one percent by a person or persons who (are active in) exercise operational authority over the daily affairs of the business and have the power to direct the management and policies and receive the beneficial interests of the business.

For further information about the Set-Aside Program please call or write:

State of Connecticut  
Department of Administrative Services  
Business CONNECTIONS/Set-Aside Unit, Room G-8A  
165 Capitol Avenue  
Hartford, Connecticut 06106  
(860) 713-5236  
Director: Ms. Meg Yetishefsky

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

Page 1 of 12

**SCOPE:**

It is the intention to obtain bids for the rental of trucks, complete with operator, plow, tire chains and optional sanding equipment within the State. The Vendor furnishing the service has complete responsibility for equipment and labor being used and will furnish all fuel, maintenance, repair and insurance for that equipment. Under the contract, the vendor's truck will receive an assignment by the Maintenance General Supervisor, or a designee. Trucks must be fully equipped and ready and must be kept available for use from Date of Award through **April 30** of the contract period, unless the District Manager is in a position to release any specific truck before that date. The State reserves the right to cancel any truck not fully equipped and ready for use by **December 16, 2005** of the contract period.

The State will pay an hourly rate up to the **MAXIMUMS** listed for the following:

OPERATOR, TRUCK, PLOW, AND CHAINS	\$115.00
CONVENTIONAL MATERIAL SPREADER	\$ 35.00

**ADDITIONAL EQUIPMENT:**

GROUND SPEED ORIENTED MATERIAL SPREADER	\$ 10.00 (Per Hour)
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The "Ground Speed Oriented Material Spreader", is an attachment or unit that dictates the amount of material spread to correspond to the speed of the truck.

**Vendors are cautioned that prices in excess of those noted above will not be awarded. Minor differences in price can significantly affect vendor selection.**

**CONTRACT PERIOD:**

The State intends that this contract shall be in effect from date of award through **May 31, 2008**. The State reserves the right to extend this contract for a period of up to the full original contract term or parts thereof.

**OPEN ENROLLMENT:**

This bid is intended to accommodate agency requirements for **snow plowing services**. If all geographic regions in the State of Connecticut are not sufficiently covered by the vendors listed on the contract award, qualified vendors may be added to the contract, if deemed to be in the best interest of the State. This is an open enrollment contract. After the initial deadline date of this Bid, additional vendors may submit a response to the Bid proposal only as requested by DAS/Procurement Services. However, all vendors are encouraged to meet the deadline, since vendors will NOT be permitted to submit random proposals at their own discretion at any time to DAS/Procurement Services.

**BASIS OF AWARD:**

This contract will be awarded to multiple vendors. Excessive prices will not be awarded. Responsive, responsible, qualified vendors will be placed onto the contract award. Remaining on the contract award will be based upon the vendor meeting and adhering to the sections of the contract specifications that follow. Vehicles must be in safe operating condition at all times. If the State awards items and finds through its inspection that the item(s) are not as bid, the State has the right to delete the item(s) from the contract.

Based upon the State's needs, the State will be awarding trucks with plow and operator and trucks with plow, operator, and material spreader. Not all units will be hired with material spreaders.

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

Page 2 of 12

The State reserves the right to award by item, groups of items, total bid or to make a multiple award. The State further reserves the right to reject any or all bids, waive technicalities and to make awards in a manner deemed in the best interest of the State.

**COMPLIANCE WITH CONN. GEN. STATUTES SECTIONS 33-922, 33-636 AND 33-953:**

Prior to the award of any contract, corporations which are incorporated in states other than Connecticut (foreign corporations) must have on file with the Connecticut Secretary of State's Office, an approved Certificate of Authority and corporations incorporated in Connecticut (domestic corporations) must have on file an approved Certificate of Incorporation. All required annual reports for both types of corporations, including the organizational report for domestic corporations must also be on file with the Connecticut Secretary of State's Office. See Conn. Gen. Statutes Sections 33-922, 33-636 and 33-953. Any questions regarding these filing requirements may be directed to the Connecticut Secretary of State's Office at (860) 509-6002.

**BID PROPOSAL/SCHEDULE:**

All vendors are requested to return four sets (one original and three copies) of the proposal schedules pages and other related documents included in this bid. Vendors are requested to furnish complete descriptions of the truck(s) offered. RENTAL OF TRUCKS is as specified on the proposal schedules with one (1) operator. The vendor furnishing the equipment has complete responsibility for the equipment being used and will furnish all fuel, maintenance and repair for that equipment.

Vendors are cautioned that errors, alterations or corrections on both the original and copies of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

**OVERTIME:**

No overtime rates will be paid. Designate only one hourly rate, which includes all hours for all days.

**RENTAL PERIOD:**

The rental period starts from the time the truck reports for work as ordered by the Department's representative to when the Department's representative releases the truck from its assignment.

The basis of payment for rental of truck will be the set hourly rate multiplied by the actual hours worked. The Department will guarantee a minimum payment of four (4) hours for each truck called out and reporting for work and whose performance is in compliance with the terms and conditions outlined in this contract. If the truck is not utilized for the full four (4) hours, the travel time will be included in the minimum payment. Rental time will be computed to the nearest one-half hour after the minimum four hour guarantee. Additionally, in event of any breakdown within the first four (4) hours, the minimum payment provision WILL NOT BE MADE.

The number of hours of use of the trucks during the contract period will vary with the number of storms in each winter season. Trucks will be used whenever required, weekdays, nights, Saturdays, Sundays and holidays, and will be called out when prevailing conditions warrant at the discretion of the State.

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

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**GUARANTEED MINIMUM:**

Due to the uncertainty of conditions requiring the use of vendor's trucks, vendors will be guaranteed a minimum payment per truck for the season provided that all conditions of the specifications are met throughout the contract period and services are satisfactory to the State. This includes maintaining full insurance coverage throughout the contract period.

Satisfactory service is defined as: a vendor being issued not more than one penalty assessment; no submitted Complaint Reports (CR-1) and/or no instances of "Poor" ratings on the Winter Use of Vendors' Trucks, (Maint. 81). In the event a vendor is called to report to his pre-determined work location and cannot or does not report to work, those monies lost, per hour, will be deducted from the guaranteed minimum offered. In addition, any hours that are to be considered not paid on the Maint. 81 (not paid would mean breakdown hours-vendors vehicle is not actively engaged in snow plowing operations, after reporting to his or her work location), will be deducted from that vendors guaranteed minimum per vehicle.

Minimum guarantee payment amounts will be determined after the cost for snow plow blades, breakdown hours and penalty hours, (if any), are deducted from the appropriate guaranteed payment.

**The guarantee shall be paid as follows:**

**\$5,000.00 PER TRUCK WITH PLOW & APPROVED MATERIAL SPREADER**

**\$3,500.00 PER TRUCK WITH PLOW**

**CONDITIONS FOR PAYMENT OF MINIMUM GUARANTEES:**

1. Trucks selected after December 16th, WILL NOT receive a guarantee.
2. Trucks selected prior to December 16th for which all necessary paperwork is returned within 15 calendar days will qualify for per truck guarantee. All trucks selected whose paperwork has not been received within the 15 calendar days after day of inspection/selection, or next business day, WILL NOT receive a guarantee.
3. Selection date is the date that the individual truck is inspected and accepted, as detailed through sign off and approval by the State's representative. The deadline for submitting insurance certificates is in order to meet established guidelines.

**EQUIPMENT:**

Trucks shall be no less than 32,000 pounds Gross Vehicle Weight. Vendors are to furnish the truck with operator and equipped with hoist, snowplow and all equipment satisfactory to the Bureau of Engineering and Highway Operations.

Moldboards to be minimum length of 11'0", minimum height of 30".

Trucks must also be equipped with auxiliary lights, adjusted headlights and flashing amber lights in accordance with the Department of Transportation, Bureau of Engineering and Highway Operations requirements and in conformity with Connecticut General Statutes.

When vendors are hired without a material spreader, the unit shall report in ballast.

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

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Vendor's trucks must be equipped with adequate defrosting devices to insure safe and continuous operation of the truck throughout the rental period regardless of conditions that may exist.

The spreader shall be a hopper type unit or a unit of new design acceptable by the State, 5 cubic yards minimum capacity capable of spreading sand, salt or both at various widths and at application rates required by the State. Each vendor shall specify the type of spreader being bid. The State reserves the right to give preference to: Ground Speed Oriented Material Spreaders; followed by: Hydraulically Operated Material Spreaders; and lastly: Mechanical Operated Material Spreaders when selecting trucks for use.

Vendors are asked to bid on a "Ground Speed Oriented Material Spreader" for which the State will pay up to an additional ten (\$10.00) dollar per hour over the amount paid for a conventional material spreader unit. The State will pay up to thirty-five (\$35.00) per hour for a conventional spreader. The type of equipment bid by the vendors shall meet state specifications and approval upon inspection.

The "Ground Speed Oriented Material Spreader", is an attachment or unit that dictates the amount of material spread to correspond to the speed of the truck.

In the event the vendors ground speed unit is inoperable, for any reason, the additional payment for that unit will be deducted from his total bid price.

Vendors are required to comply with the current Connecticut Occupational Safety and Health Standards, Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations, and current Department of Environmental Protection rules and regulations, and current Department of Motor Vehicle rules and regulations where applicable.

Vendor(s) must maintain and be current for the life of the Contract all licensing and registration requirements per DMV rules and regulations. Vendor(s) must adhere to and comply with all applicable federal, state, and town laws, rules, and regulations in regard to the operation of their repair business, operation of motor vehicles and employment of personnel.

**MOTOR VEHICLE REGISTRATION REQUIREMENTS:**

Section 14-12a - Registration of certain motor vehicles garaged or operated in Connecticut - defines the commercial registration requirements applicable under the terms of this contract. This provision may apply to certain pieces of equipment hired under this contract. (see attached)

**FLASHING AMBER LIGHTS:**

The vendors must obtain a permit from the Connecticut State Motor Vehicle Department covering the use of "Flashing Amber Lights" as required in instructions as stated above. This permit will be signed off by the vendor's local Chief of Police, or local Traffic Authority as stated on the permit.

**LIGHTING SPECIFICATIONS:**

Vendors supplying trucks are required to equip these vehicles with warning devices of the type described or an approved equal.

1. Two Light System: The lights are to be mounted on the right and left side of the truck at a height to be sufficient to warn approaching traffic. Rotary or flashing type lights will be visible 360 degrees.

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

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2. Three Light System (Dual dump system): One light mounted on the top of cab of truck at a height to be sufficient to warn approaching traffic. Two lights mounted on rear of dump body on right and left side to warn approaching traffic from rear.

**TRAVEL ALLOWANCE:**

The travel time allowance will be agreed upon before the truck is hired. The travel time allowance shall be the time from the Vendor's garage to the work assignment. Travel time will not be paid for return trip to vendor's garage after release by the State.

The travel time allowance will be paid at the set hourly rate designated. Failure to report within the agreed upon travel time allowance will void the minimum guarantee payment of four (4) hours.

The vendor shall be allowed up to a maximum of one (1) additional hour to the agreed upon travel time allowance to report to their work assignment from the time notified before penalties are imposed. The Transportation General Supervisor may with concurrence of the Transportation Maintenance Manager grant a reasonable time extension to the one hour grace period.

**UNAVOIDABLE AND VERIFIED CIRCUMSTANCES:**

In the event of unavoidable and verifiable extenuating circumstances, the Transportation General Supervisor may, with concurrence of his Transportation Maintenance Manager, determine and grant a reasonable time extension to the one-hour grace period with no penalty incurred. Failure to report within the allowable time will void the provisions guaranteeing minimum payment of four (4) hours.

**ITEMS WHICH EFFECT PAYMENTS:**

**PENALTIES:** Since trucks are to be rented for the entire Winter Season and are assigned to definite locations, there will be a penalty against the vendor for delays in reporting to the work assignment and for not reporting to work.

**RATE OF:** The rate of the penalty is equal to the per hour charge for the truck and spreader, if so configured.

**ACCRUAL OF:** The penalty will be up to the maximum number of hours such service is required during the storm. The penalty will accrue throughout the entire period of the storm until trucks would normally be released.

**DEDUCTION OF:** Penalties will be deducted from outstanding payments due to vendor, or will be billed to the vendor if payments have been made in full. The State reserves the right to collect such monies due through either court judgement or through deductions from payments due to the vendor from services performed under other contracts.

Vendors who fail to pay penalties by April 30<sup>th</sup> or within 30 days of request MAY NOT be considered for selection in the following years "Rental of Trucks - Winter Season" contract.



**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

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**BREAKDOWNS:** There will be no payment for a truck while laid up during periods of storm activities due to breakdown. In the event that a vendor's spreader breaks down and the truck is able to plow, the State may elect to utilize the truck for plowing only, the State may elect to allow the vendor "As A Penalty" to utilize the truck at a 50 percent REDUCED HOURLY RATE.

**BLADES:** Payment for blades and attaching bolts furnished by the State will be paid for by the vendor at a cost of \$50.00 for each blade. The cost will be documented and deducted from the contract payment on the Form Maint. 81 for that storm.

**MEALS:** There will be no payment for time out for meals or for the cost of meals. The vendor shall take a meal break of one-half hour when directed by the State's representative. The arrangement as to when meals will be taken shall be controlled by and authorized by the State's representative.

**INSPECTION:**

Following the award of the contract, the State will notify the vendor to make an effort to establish an inspection time and site which is acceptable to both parties. The inspections should be completed within 10 working days from the initial contract with the vendor. Vendors failing to respond to State's inspection requests maybe bypassed after reasonable efforts have been made.

Vendors shall be responsible to notify Procurement Services if they must make a substitution of ANY vehicle bid, yet not available at the time of inspection. Such request should detail the reason for replacement, which may or may not be approved by the State.

Vendors shall be responsible to provide a copy of all Department of Motor Vehicle Inspection Reports and documentation of any repairs made as a result of such inspection reports.

Inspections shall take place between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday.

**CONDITIONS:**

Condition of vendors' equipment, completeness of vendors' shop facilities, and past performance and work record will be factors considered in selection and issuance of a route.

The State reserves the right to request a vendor to have the equipment fully rigged as offered on the bid proposal pages. This request shall be made when establishing the date of inspection.

Vendors must have their equipment at the designated location at the appointed time whereby a documented inspection can be made by Maintenance Personnel for use in determining selection for use.

The State will also make inspection of vendors' repair shop facilities to be assured that these are satisfactory before a contract is consummated.

**NEXT VENDOR:**

Vendor's equipment unavailable for inspection or vendors having equipment determined unable to perform the specified work will be so informed, and the requesting unit will contact the next vendor offering the equipment required.

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

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**SELECTION:**

Trucks will be selected by the State as required. Vendors will be considered, as selected after the State's representatives and the vendor or his representative agree that the preliminary data sheet and inspection form are completed and the inspected vehicle has passed the State's inspection. Both parties will sign and date the preliminary data sheet and after signature and dates are affixed, the vendor will be considered as selected and accepted. The vendor will be obligated to provide information to the State's representative to complete the inspection and selection process for each vehicle bid.

The State is not responsible for failure to reach a vendor. The vendor shall be responsible for the availability of the truck for plowing and sanding operations and for the return of all necessary paperwork (including insurance certificates). When the truck is selected after inspection, the vendor must submit his insurance prior to the issuance of a purchase order.

**METHODOLOGY FOR SELECTION:**

In the selection of vendors' trucks, travel time will be taken into consideration. Therefore, the State further reserves the right to select the next vendor when, in the opinion of the State, the allowable travel time costs will be less considering the vendor's location and Report Garage. Qualifications to bids, i.e. will only rent with spreader, list garage assignment, etc., will not be awarded.

The State will assign vendors' trucks to highways not exceeding a radius of twenty-five (25) miles from vendors' garage locations. HOWEVER, THE STATE RESERVES THE RIGHT TO REASSIGN VENDORS' TRUCKS IN EMERGENCIES OR AS REQUIRED.

**REMOVAL FROM AWARD:**

Trucks not passing inspection or breaking down will be deleted from the contract by supplement at the State's discretion.

**PERMANENT BREAKDOWN:**

Vendors are responsible for notifying the Operations Supervisor or a subordinate designated by him AND the Department of Administrative Services, Procurement Services immediately following permanent breakdown of equipment.

**CALIBRATION:**

All acceptable vendors who are required to have materials spreaders will be required to have their truck's material spreader calibrated, it will be the vendor's responsibility to have his spreader calibrated at no expense to the State.

**PURCHASE ORDERS:**

Purchase Orders will be issued by the Department of Transportation's Division of Purchasing, Agreements Unit for services related to this contract. Vendors are cautioned not to perform services without receiving a purchase order number. Questions regarding purchase orders should be directed to the Agreements Unit at telephone number (860) 594-2070.

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

Page 8 of 12

**PURCHASE ORDER PAYMENTS:**

Vendors shall coordinate their hours and appropriate payment with the Office of Maintenance's General Supervisor or his/her representative who will enter the information on the Department's Financial Management Information System (FMIS). This computerized system will produce all required documents for payment through the Office of the Comptroller. All hour and payment discrepancies should be resolved with the Office of Maintenance prior to information entry onto FMIS. Vendors will be paid based upon this information and vendors shall not submit an Invoice Form CLA-3. The storm date and the truck contract identification letter will be indicated in the remittance area of your check for payment reference.

Questions regarding issuance of a purchase order, hours or payment should be directed to the Maintenance Facility that you are assigned to.

District I

1107 Cromwell Avenue, Rocky Hill, CT 06067

Tel. (860) 258-4516 Attn: Maintenance Planning Unit

District II

171 Salem Turnpike, Norwich, CT 06360

Tel. (860) 823-3217 Attn: Maintenance Planning Unit

District III

140 Pond Lily Avenue, New Haven, CT 06515

Tel. (203) 389-3030 Attn: Maintenance Planning Unit

District IV

359 South Main Street, Thomaston, CT 06787

Tel. (860) 585-2798 Attn: Maintenance Planning Unit

**EQUIPMENT INFORMATION:**

All information requested on the proposal schedule(s) shall be filled in properly such as: gross vehicle weight, make and model, vehicle identification number, and material spreader description. Failure to provide all information correctly may result in the contacting of another vendor. All vendors should include all trucks available for the proposal. Please be careful in listing vehicle identification numbers.

**REPLACEMENT EQUIPMENT:**

No replacement equipment will be allowed unless prior approval is authorized by the Operations Supervisor or a subordinate designated by him. Notification shall be sent to:

Department of Administrative Services AND	Department of Transportation
Procurement Services	Division of Purchasing
165 Capitol Avenue	Attn: Kathy Germain
P.O. Box 150414	P.O. Box 317546
Hartford, CT 06115-0414	Newington, CT 06131-7546

Such notifications shall include the period after bid submission, but prior to actual inspection.

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

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**INSURANCE PROVISIONS:**

Failure to meet insurance requirements will result in denial of minimum guarantee. Receipt of Insurance Certificates will be closely monitored. Vendors are cautioned to note insurance requirements, and in anticipation of being selected are advised to discuss these requirements with their insurance agent so that they can submit the required certificate promptly if their truck(s) are selected. Vendors may fax advance copies of insurance certificates to the Division of Purchasing and Materials Management, Agreements Unit #2813, fax number (860) 594-2174. All insurance certificates received via facsimile are date stamped automatically. Certificates received on Friday, December 16 shall be considered late. Original documents should be either mailed, or sent via express courier within 48 hours to the following address. ***It is the vendors sole responsibility to confirm receipt of insurance with the Agreements Unit.***

**IF SENT VIA U.S. POSTAL SERVICE**

Connecticut Department of Transportation  
Division of Purchasing – Agreement Unit #2813  
P.O. Box 317546  
Room 1317  
Newington, CT 06131-7546

**IF SENT VIA EXPRESS COURIER OR**

**HAND DELIVERED** (8:00 a.m. to 4:30 p.m.)  
Connecticut Department of Transportation  
Division of Purchasing – Agreement Unit #2813  
Room 1317  
2800 Berlin Turnpike, Newington, CT 06111

Vendors are cautioned that it is **their responsibility** to maintain full insurance coverage and to keep the required insurance certificate (CON-32A) updated throughout the contract period. Failure to do so will jeopardize payment of guaranteed minimum and may lead to suspension or cancellation of purchase order.

**LIABILITY INSURANCE:**

With respect to the operations performed by the vendor under the terms of this contract and also those performed for the vendor by its subcontractors, the vendor will be required to carry for the duration of this contract, and any supplements thereto, **with the State being named as an additional insured party for paragraphs B, C, and F** if used, the following minimum liability insurance coverage's at no direct cost to the State.

**INSURANCE CERTIFICATES REQUIRED:**

The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The Department of Transportation will provide their standard insurance certificate form "CON-32A" (most current version), vendors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Insurance certificates must document that the vendor has owner's and vendor's protective liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the vendor under the terms of this Contract and also those performed for the vendor by its subcontractors, the vendor will be required to obtain at its own cost and for the duration of this Contract, and with the State being named as an additional insured party paragraphs (B), (C), and (F) if specified, the following minimum liability insurance coverage at no direct cost to the State. Changes to the types and dollar amounts of coverage, if required, will be specified in the individual bid package.

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

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Vendor shall assume any and all deductibles in the described insurance policies.

The vendor's insurers shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State.

"Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Vendor agrees that he/she will not use the defense of sovereign immunity the adjustment of claims or in the defense of any suit, unless requested by the State.

**B. COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of one million dollars (\$1,000,000) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period.

Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Vendors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

**C. AUTOMOBILE LIABILITY:**

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of one million dollars (\$1,000,000) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least two million dollars (\$2,000,000). Coverage extends to owned, hired and non-owned automobiles. If the vendor/vendor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Vendor operations on airports that use vehicles on the air side require five million dollars (\$5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

**D. WORKERS' COMPENSATION:**

With respect to all operations the vendor performs and all those performed for the vendor by subcontractor(s), the vendor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremens and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

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**F. UMBRELLA LIABILITY:**

In the event the vendor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B and C, the State of Connecticut must be named as Additional Insured.

The Vendor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunct with Items B, C, D, and F above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremens and Harbor Workers" Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the CON-32A. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Vendor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Vendor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Vendor or its employees, agents or subcontractors.

Updates on the insurance coverage is the responsibility of the vendors. Insurance requirements will be **strictly enforced**. Vendors should hand carry or mail Insurance Certificates to the Department of Transportation, Bid Unit. **UNDER NO CIRCUMSTANCES SHOULD INSURANCE CERTIFICATES BE SENT TO DAS PROCUREMENT SERVICES OR TO ANY DISTRICT OFFICE.**

Please mail or hand carry certificates to:

Department of Transportation  
Bureau of Finance and Administration  
Attn: April Holt  
P.O. Box 317546  
2800 Berlin Turnpike  
Newington, CT 06131-7546

Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

**SUBLETTING/ASSIGNING OF CONTRACT:**

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the Vendor therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of the State. No person, firm or corporation, or other entity, other than the Vendor to whom the project was awarded is permitted to commence work on the project unless such consent has been granted.

**BUSINESS OPERATIONAL CHANGES:**

In the event that the awarded vendor(s) moves or updates telephone numbers, it is the responsibility of the vendor (s) to advise the Department of Administrative Services, Procurement Services of such changes in writing. The State will not be held responsible for payments or purchase orders which are delayed due to additional routing caused by lack of notification on the vendor's part. Change of address or telephone number updates **must** be forwarded to:

**SPECIAL TERMS AND CONDITIONS**

Rental of 32,000 GVWR Trucks with Operators

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Department of Administrative Services AND Procurement Services Attn: Jill Belisle P.O. Box 150414 Hartford, CT 06115-0414	Department of Transportation Division of Purchasing Attn: Christine Everett P.O. Box 317546 Newington, CT 06131-7546
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**AUDIT:**

At the option of the State and at its own expense, periodic audits may, at reasonable times, be made of the Vendor's books and records insofar as they pertain to the Contract. Such audits will be conducted by the State or a representative appointed by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

**ANNUAL AFFIDAVITS:**

The vendor will be required to *annually* submit an updated Gift/Campaign Contribution, Consulting Agreement, and Ethics Affidavits.

**ENVIRONMENTALLY PREFERABLE BID SUBMITTAL ENCOURAGED:**

The State is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products and services. To promote these values, all Vendors are encouraged to submit bids following these guidelines:

- All *copies* should be printed double sided except the Proposal Schedule.
- Originals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper.
- Unless necessary, all vendors should minimize or eliminate the use of non-recyclable or non-reusable materials. Vendors are encouraged to use paper dividers or similar method to effectively organize the bid for review. Bids should be submitted in a format that allows for the easy removal of recyclable materials.

In addition to the use of recycled content paper, Vendors are encouraged to use other products that contain recycled content in their bids.

**BID OPENING:**

Vendors are encouraged to attend the public bid opening of this bid, on the date and time specified in the bid documents. Due to the numerous bids issued, we are unable to read bid results over the telephone.

**MANDATORY EXTENSION OF CONTRACT:**

Vendors are required to offer this contract (including pricing, terms and conditions) to All Using State Agencies, Political Sub-Divisions of the State, including but not limited to towns, municipalities, public school systems and certain not-for-profit organizations. When a Political Sub-Division and/or Not-for-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the name of the using Political Sub-Division or Organization.

**QUESTIONS:**

If a vendor has any questions about this bid or finds any discrepancies or contradictions in the specifications or doubt as to the meaning of any provision, the vendor must notify Procurement Services in writing at least ten (10) days prior to the bid opening date. All correspondence should be directed to: DAS, Procurement Services, Attn: Jill Belisle, PO Box 150414, 165 Capitol Ave., Hartford, CT 06115-0414, or email to: [jill.belisle@po.state.ct.us](mailto:jill.belisle@po.state.ct.us) or fax to (860) 713-7484. Verbal responses are considered non-binding.

## **Sec. 14-12a. Registration of certain motor vehicles garaged or operated in Connecticut**

(a) Any motor vehicle eligible for commercial registration as defined in section 14-1, unless exempted under the provisions of section 14-34, shall be registered in this state if: (1) It is most frequently garaged in this state, or, if not garaged at any fixed location, most frequently leaves from and returns to one or more points within this state in the normal course of operations. In the case of an owner-operator of the vehicle in question, registration hereunder shall be required only if the owner-operator has, within this state, one or more employees, agents or representatives engaged in activities directly related to the physical movement of the vehicle, or if the owner-operator is himself engaged in such activities; or (2) It receives and discharges the same cargo or passengers within this state; provided, for the purposes of this section, the transfer of items of cargo or passengers from one vehicle engaged in an interstate journey to another vehicle engaged in an interstate journey shall not be considered receipt and discharge within this state if the cargo or passengers involved are being transported on a through bill or ticket.

(b) (1) For the purposes of this section, a declaration of the person registering a motor vehicle, made in such form as the motor vehicle department may prescribe, shall be prima facie evidence of the facts relevant to the application of subsection (a). (2) Consistent with the provisions of this section, the motor vehicle department shall have power to enter into agreements with the appropriate authorities of other states pursuant to which uncertainties as to the proper registration for motor vehicles may be determined and allocations of vehicles for purposes of registration made.

(c) Residence or domicile of the owner, lessor or lessee of the motor vehicle, or the place where the owner, lessor or lessee is incorporated or organized, shall not be a factor in determining the necessity for registration of the vehicle in this state.

(d) A vehicle registered in this state pursuant to this section shall be registered in the name of the owner; provided, if the vehicle is being operated, pursuant to a lease or other arrangement by a person other than the owner or his employees, the name of the owner shall appear on the registration followed by the term "lessor". A copy of any current lease pursuant to which the vehicle is being operated shall be carried in the vehicle at all times. The absence of a current lease in the vehicle shall be considered prima facie evidence that the vehicle is being operated by the owner.

(e) Nothing in this section shall be construed to prevent the registration of any motor vehicle in this state, if such vehicle is eligible for registration pursuant to any law of this state, if such vehicle is eligible for registration pursuant to any law of this state, and the person registering the vehicle desires such registration.

(f) Failure to register any motor vehicle required to be registered by this section shall be an infraction.

(1967, P.A. 684, S. 1-5; 1971, P.A. 612, S. 1; P.A. 75-577, S. 12, 126; P.A. 90-263, S. 2.74.)

History; 1971 act substituted "commercial" for "self-propelled" motor vehicle in requirement for registration in Subsec. (a) and deleted references to repealed Secs. 14-30 and 14-32; P.A. 75-77 added Subsec. (f); P.A. 90-263 amended Subsec. (a) to substitute motor vehicle eligible for commercial registration for commercial for commercial motor vehicle, other than a private passenger vehicle.

See chapter 881b re infractions of the law.

Registration of commercial vehicles governed by this statute, not Sec. 14-12 (a). 177 C, 588,591-593. Cited 200 C. 102, 104.

Cited, 20 CA 336,338

Subsec. (a):

Cited, 177 C, 588,592. Subdivs. (1) and (2) cited, Id., 588,592.

Subsec. (C)

Cited, 177C, 588,591



# STATE OF CONNECTICUT

## BIDDER'S STATEMENT OF QUALIFICATIONS

<b>Bid Number:</b> 05PSX0376
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Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE BIDDER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: \_\_\_\_\_  
&  
ADDRESS: \_\_\_\_\_

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: \_\_\_\_\_ YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST**. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: \_\_\_\_\_  
\_\_\_\_\_

LIST PREVIOUS COMPANY NAME (S) \_\_\_\_\_  
\_\_\_\_\_

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **INVITATION FOR BIDS** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

# STATE OF CONNECTICUT

## BIDDER'S STATEMENT OF QUALIFICATIONS

**Bid Number:**  
**05PSX0376**

Page 2 of 2

COMPANY NAME: \_\_\_\_\_

SIZE OF COMPANY OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

COMPANY VALUE: EQUIPMENT ASSETS \_\_\_\_\_ TOTAL ASSETS \_\_\_\_\_

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE?  YES  NO

REGISTRATION DATE, IF AVAILABLE: \_\_\_\_\_

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE?  YES  NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS BID.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS AGAINST YOUR COMPANY AND ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS, DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**STATE OF CONNECTICUT**  
**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**  
**WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT**  
**EMPLOYMENT INFORMATION FORM**

**Bid Number:**  
**05PSX0376**

Company Name Street Address City State	Contact Person	Phone Number	Date
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**Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.**

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State of Connecticut Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:

Describe your recruitment, hiring, training and promotion anti-discrimination practices.

**STATE OF CONNECTICUT**  
Certificate of Compliance with  
Connecticut General Statute Section 31 - 57b

<b>Bid Number:</b> 05PSX0376
---------------------------------

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed: (Corporation Seal)*

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

\_\_\_\_\_

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ ) **ss:** *A.D., 20* \_\_\_\_\_ )

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires: \_\_\_\_\_  
*(Notary Public) (Seal)*

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES

**Bid Number:**  
**05PSX0376**

Jill Belisle  
Contract Specialist  
  
(860) 713-5149  
Telephone Number

PROCUREMENT SERVICES  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO BOX 150414  
HARTFORD, CT 06115-0414

**AFFIDAVIT REGARDING CONSULTING AGREEMENTS**

All state contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut who anticipate entering into, or renewing, an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars in a calendar or fiscal year (hereinafter "agreement") shall disclose any and all consulting agreements, whether written or oral, to the head of the contracting agency (hereinafter "such agency").

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of an individual or business entity for the purposes of:

- (1) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut, or
- (2) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or
- (3) any other similar activity related to the procurement agreement.

"Consulting agreement" does not include those agreements or services registered under the provisions of Chapter 10 of the Connecticut General Statutes (Code of Ethics for Lobbyists).

Such disclosure affidavit shall be required if any duties of the consultant include communication concerning business of such agency, whether or not direct contact with a state agency, state official and state employee is expected or made. The disclosure affidavit shall include the name of the consultant, the consultant's firm, whether the consultant is a former state employee or public official (if so, indicate the consultant's former agency and termination date), the basic terms of the consulting agreement, and a brief description of the services to be provided. The disclosure affidavit shall be amended whenever such entities enter into any new consulting agreements during the term of the procurement agreement.

I, \_\_\_\_\_ (name, title, and company name) disclose the following consulting agreements (if not applicable, indicate "none"):

- 1.
- 2.
- 3.

I understand that this information shall be updated, as necessary, during the pendency of this, or any other contract that I may have with the State of Connecticut.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and Sworn before me this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

## **INSTRUCTIONS TO STATE AGENCIES**

1. The enclosed affidavit form shall be included with all requests for procurement solicited by the state on or after April 1, 2005, which anticipate entering into an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars.
2. Entities and individuals seeking to conduct business with the state of Connecticut shall submit the completed affidavit in response to such a request for procurement.
3. Agency heads shall review the affidavit and may refer the affidavit to the appropriate regulatory authority to determine compliance with state law.

**AFFIRMATION OF  
SUMMARY OF ETHICS  
LAWS**  
Rev. 04/05  
**Jill Belisle**  
**Contract Specialist**  
  
(860) 713-5149  
**Telephone Number**

**STATE OF CONNECTICUT**  
*DEPARTMENT OF ADMINISTRATIVE SERVICES*  
  
PROCUREMENT SERVICES  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
  
PO Box 150414  
HARTFORD, CT 06115-0414

BID/ RFP NO.: <b>05PSX0376</b>
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**AFFIRMATION REGARDING SUMMARY OF ETHICS LAWS**

All state contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut who anticipate entering into, or renewing, an agreement for procurement of goods or services (hereinafter "agreement") shall read and understand any and all ethics laws associated with entering into such an agreement.

A summary of these ethics laws can be found at the following website for review:

[http://www.ethics.state.ct.us/statutes\\_and\\_regulations.htm](http://www.ethics.state.ct.us/statutes_and_regulations.htm)

Should this website be unavailable for any reason, please contact the Contract Specialist listed at the top of this form.

I affirm that:

1. I have received the summary of ethics laws and
2. My key employees have read and understand the summary, and agree to comply with the provisions of state ethics law.
3. I will provide and obtain this affirmation from all subcontractors and consultants.

I understand that this information may be updated, as necessary, during the pendency of this, or any other contract that I may have with the State of Connecticut.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS TO STATE AGENCIES**

1. The enclosed affirmation form shall be included with all requests for procurement solicited by the state on or after July 1, 2005, which anticipate entering into an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars.
2. Entities and individuals seeking to conduct business with the state of Connecticut shall submit the completed affirmation in response to such a request for procurement.
3. Agency heads shall review the affirmation and may refer the affirmation to the appropriate regulatory authority to determine compliance with state law.



VENDOR AFFIDAVIT TO ACCOMPANY BID

SP-8 Rev. 6/04

Jill Belisle  
Contract Specialist

(860) 713-5149  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5<sup>th</sup> Floor South

PO Box 150414

HARTFORD, CT 06115-0414

BID NO.:

05PSX0376

**Vendor Affidavit to Accompany Bid for DAS State Contracts,  
as defined in Public Act 04-245 Section 2**

Page 1 of 1

I, \_\_\_\_\_ (name, title and company name), hereby swear that, during the two-year period preceding the submission of this bid that neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid nor agent of the above (1) gave a gift, as defined in Conn. Gen. Stat. Section 1-79(e), including a life event gift as defined in Conn. Gen. Stat. Section 1-79(e)(12), or (2) provided any items of value for which full payment has not been made, except the gifts/items listed below:

<u>Name of recipient of gift/item</u>	<u>Value of Gift/Item</u>	<u>Date of Gift/Item</u>	<u>Description</u>
1. _____			
2. _____			
3. _____			

to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids who participated directly, extensively, and substantially in the preparation of the bid solicitation; or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid.

Further, neither I nor any principals or key personnel of submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid know of any action to circumvent this vendor affidavit disclosure.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public

STATE OF CONNECTICUT  
DAS PROCUREMENT SERVICES

BID NO.:  
**05PSX0376**

Jill Belisle  
Contract Specialist

(860)713-5149  
Telephone Number

**PROPOSAL SCHEDULE**  
**IMPORTANT! RETURN ORIGINAL AND THREE COPIES**

DELIVERY:

TERMS: CASH DISCOUNT:  
% Days

SSN OR FEIN #

:BIDDER NAME:

Payment terms are net **45** days. Any deviation may result in bid rejection.  
Bid prices shall include all transportation charges FOB state agency.  
Page 1 of 1

ITEM NO.	MFG.'S GVW (LBS.)	TRUCK & PLOW		MFG.'S VEHICLE I.D. NO.	CAPACITY (CU. YDS.)	TYPE	SPREADER		TRUCK HOURLY RATE	CONVENTIONAL SPREADER HOURLY RATE	GROUND SPEED ORIENTATED SPREADER HOURLY RATE	TOTAL
		MAKE	MODEL				MFG.					
<b>EXAMPLE</b>	<b>35,000</b>	<b>FORD</b>	<b>F900</b>	<b>1FDYW70W4CVA4297</b>	<b>6</b>	<b>HYDRAULIC</b>	<b>HEIL</b>	<b>\$75.00</b>	<b>\$25.00</b>	<b>\$10.00</b>	<b>\$110.00</b>	
1.								\$	\$	\$	\$	
2.								\$	\$	\$	\$	
3.								\$	\$	\$	\$	
4.								\$	\$	\$	\$	
5.								\$	\$	\$	\$	
6.								\$	\$	\$	\$	
7.								\$	\$	\$	\$	
8.								\$	\$	\$	\$	
9.								\$	\$	\$	\$	
10.								\$	\$	\$	\$	

U.S. DOT NUMBER: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_ BUSINESS OR GARAGE ADDRESS \_\_\_\_\_

BUS. TEL. NO.: \_\_\_\_\_ /FAX NO.: \_\_\_\_\_ HOME TEL. NO.: \_\_\_\_\_ DISTRICT THAT YOU ARE LOCATED IN: \_\_\_\_\_

Have you read the insurance provisions and understand the State is to be listed as an additional insured party for all lines of insurance except worker's compensation?  YES  NO