BID ADDENDUM SP-18 NEW. 11/97

# STATE OF CONNECTICUT

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South

PO Box 150414 HARTFORD, CT 06115-0414 BID NO.:

06PSX0072

**Bid Due Date:** 

18 April 2006

Page 1 of 2

## BID ADDENDUM #1

**DESCRIPTION: Snow Removal Services for Five Locations** 

FOR: Department of Transportation

#### **BIDDERS NOTE:**

This Addendum is issued to:

- **▶** Answer questions from the pre-bid meeting (see attached)
- Add new requirement to Regions listing
- **▶** Add a clause to Contract Requirements

This Addendum must be Signed & Returned with your Bid.	
Authorized Signature of Bidder	Company Name

APPROVED\_\_\_\_\_

THERESA ANDERSON

Contract Specialist (Original Signature on Document in Procurement Files)

Date Issued: 10 April 2006

BID ADDENDUM SP-18 NEW. 11/97

Theresa Anderson

Contract Specialist

(860) 713-5063

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.:

06PSX0072

**Bid Due Date:** 

18 April 2006

Page 2 of 2

## **QUESTION and ANSWERS**

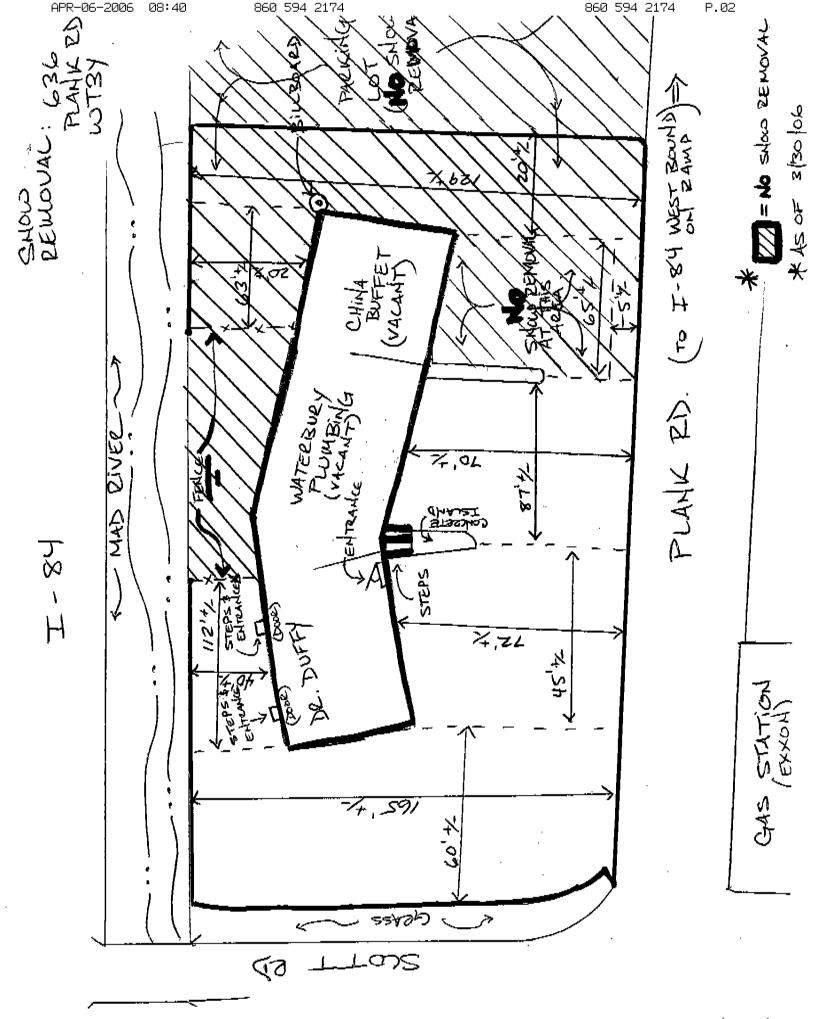
- 1. Will you post a formula for the Basis of Award? No.
- 2. What are the changes for the Waterbury location? *Changes are listed below, also see sketch.* 
  - a. Revised area depicting **no** snow removal
  - b. The area in front of the former Waterbury Plumbing and Heating is to be included for snow removal.
  - c. The area in back of the former Waterbury Plumbing and Heating (between the fences) is depicted as an area of **no** snow removal.
  - d. Two (2) rear entrances and steps at Dr. Duffy's Office were added to the sketch to note their location.
  - e. Entrance to the former Waterbury Plumbing and Heating has been deleted from sketch.
  - f. The former Waterbury Plumbing and Heating store space depicted as 'vacant' on sketch.

#### Add New Requirements to Regions:

Waterbury 5.1 - The contractor shall contact the occupant, Dr. Patrick Duffy, at 636 Plank Road, Waterbury, to determine his business hours. The contractor may have to remove snow and ice prior to the completion of storm as necessary to provide safe access for Dr. Duffy's patients and staff. Dr. Duffy can be reached at (203) 757-8921. If multiple passes are required for a storm, the contractor will be paid in accordance with "Item 4" in the "Contract Requirements" section.

#### Add Clause to Contract Requirements:

18. The State reserves the sole right to add related services or delete services as required based on future needs. The agency will request the awarded contractor for a written quote for additional related services. After the agency accepts the quote, a request will be forwarded to the DAS Procurement Services, for concurrence for this service to be added to the existing contract. If approved, a Supplement will be issued.



INVITATION FOR BIDS

SP-11 Rev. 12/05

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South

PO Box 150414 HARTFORD, CT 06115-0414



Contract Specialist (860) 713-5063 Telephone Number

Theresa Anderson

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 DAS CT State Web Site

theresa.anderson@ct.gov Contract Specialist E-mail Address

(860) 622-2946 Fax Number

# Invitation for Bids

SPECIFICATIONS & BID DOCUMENTS ATTACHED

Bid Number: 06PSX0072 Bid Opening Date & Time: 18 April 2006 at 2:00 PM Eastern Time

**Bid Description:** Snow Removal Services for Various DOT Commercial and Residential Properties in Bristol, Meriden, New Britain, New Haven, and Waterbury

Special Instructions: Mandatory Pre-Bid Meeting & Site Inspections (see instructions)

This contract replaces the following contract award(s) in part or in total: 05PSX0323

SEALED BID NO.: 06PSX0072

**NOT TO BE OPENED UNTIL:** 18 April 2006

2:00 PM 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: <u>Always</u> use mailing label at left <u>on all packages</u> 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

## 06PSX0072 Snow Removal, Sanding, & Salting Services

# Mandatory Site Inspection Instructions

This solicitation contains a mandatory pre-bid meeting site inspection requirement. Bidders who are interested in responding to this bid must attend the mandatory meeting and site inspections at the specified locations listed below. These site inspections are intended to review the bid requirements and answer any questions that interested bidders may have about this bid. Failure to attend these site inspections will result in the rejection of your bid proposal.

- March 23, 2006 at 10 a.m. 197 Union Street, Bristol (corner of East Rd, vacant lot)
- March 24, 2006 at 10 a.m. 270-272 Cook Street, Meriden (3 family house now vacant)
- March 27, 2006 at 10 a.m. 56-58 Rockwell Ave, New Britain (corner of Glenn St/apt. bldg)
- March 28, 2006 at 10 a.m. 127 East Street, New Haven (old Charette Building now vacant)
- March 29, 2006 at 10 a.m. 636 Plank Road, Waterbury (Dr. Duffy/Plumbing/China Buffet)

The mandatory site inspections with a DOT property agent must be arranged by the contractor prior to submitting a bid. Contact Donald Hood at (860) 594-2476 for sites in Bristol and Meriden, and contact Agustin Margary at (860) 594-2422 to schedule inspections of sites in New Haven and Waterbury.

*Late Arrivals* (15 minutes or more) will not be given credit for attendance nor allowed to participate in the bid process.

A sign in sheet will be circulated and each company representative must sign in order to get credit for attending this site inspection. This sign in sheet will be faxed to Theresa Anderson, Contract Specialist, upon completion to verify attendance to review with submitted bid proposals. The site meeting and inspection will be held at the front entrance to each of the following locations and per attached Region breakdown.

Contractors will receive copies of maps showing the properties at the site inspection for use in submitting bids and, if awarded the contract, to refer to when providing the snow and ice removal service.

BIDDER'S CHECKLIST SP-20 Rev. 03/06

# STATE OF CONNECTICUT BIDDER'S CHECKLIST

Bid Number: 06PSX0072

It is suggested that <u>you carefully review</u> and check off each action as <u>you</u> complete it.

1 He		wing MUST be completed and submitted with the bid:  Bid Proposal (SP-26) has the Signature of an <u>authorized</u> representative of the company. Unsigned bids may be rejected.
	<b>2.</b>	Proposal Schedule (SP-16) contains the following:
		<ul><li>a. Contractor's name in the upper right corner of <u>all</u> pages.</li><li>b. Pricing offered have been reviewed and verified. Price extensions and totals have been checked. (In case of</li></ul>
		discrepancy between unit prices and total prices, the <u>unit</u> price will govern the evaluation).
		c. Errors, <b>alterations</b> , or corrections on both the original and copy are <b>initialed</b> by the person who signed the Bid Proposal or authorized designee. Failure to do so <i>shall result in rejection</i> of bid for those items erased, altered or corrected and not initialed.
		d. Payment terms are <u>Net 45 Days</u> . Net Terms for periods less than 45 days (e.g. Net 30) <u>may</u> result in bid rejection. Contractors may offer cash discounts for prompt payments (e.g. 2%, 15). <i>Exception:</i> State of CT Small Business Set-Aside bid payment terms shall be in accordance with CGS 4a-60j.
		e. Delivery section has been completed (e.g. 7 days). Be specific "as ordered" or "as required" is <u>not</u> complete.
	3.	Affidavits signed and notarized. Failure to do so may result in bid rejection.  a. Gift Affidavit (form 1A).
		b. Campaign Contribution Affidavit (form 2A).
		c. Receipt Acknowledgement of State Ethics Law Summary (form 6A).
	4.	Bidder Qualifications form (SP-14).
	5.	OSHA Certificate of Compliance form (SP-12).
	6.	Employment Information form (DAS-45) for CHRO (regardless of the number of employees or family owned/operated).
	7.	If required (as applicable to each bid requirements):
		a. DAS Set-Aside Certificate (copy)
		b. Copy of DMV license, permit, or other requested legal documents
		c. Other: W-9 and Agency Vendor Form (SP-26NB)
		d. <b>Addendums:</b> Any addenda (SP-18) added to the bid.
<u>BID</u>	SU	<u>BMITTAL:</u>
	8.	SEALED Bid Envelope contains the following:
		a. <b>ORIGINAL</b> and one COPY of the <u>entire</u> bid response (unless more copies are requested).
		b. Contractor's Name and Address in the upper left corner of the envelope.
		c. Bid Number and Bid Opening Date/Time on front exactly matches the bid number inside the envelope.
		d. Mailing Address:  State of Connecticut  Department of Administrative Services  Procurement Services, 5 <sup>th</sup> floor  165 Capitol Avenue, Box 150414  Hartford, CT 06115-0414
	9.	<b>Submit</b> the bid in time to be received and date stamped by <i>DAS Procurement</i> no later than the designated opening date and time. <i>Late bids</i> are <u>not</u> accepted under any circumstances.
		a. Mail bid to address above (#8d.). Allow enough time for mail process.
		b. <b>Hand-delivered</b> bid to the DAS Customer Service Desk, <b>Room 110</b> , 165 Capitol Ave, Hartford, CT. Allow

#### BID PROPOSAL SP-26 Rev. 11/97

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO BOX 150414
HARTFORD, CT 06115-0414
Page 1 of 3

BID NO.	
06PSX0072	

Read & Complete Carefully

BID NO:	BID DUE DATE:	BID DUE T		BID SURETY:	DATE ISSU	
06PSX0072	18 April 2006	2:00 PM Easte	ern Time	\$0.00	10 Marc	h 2006
	emoval Services for Var Bristol, Meriden, New I				operties	
FOR: Department of Tr			TERM OF	CONTRACT:		
	pike, Newington, CT			Date of Award to M with option to e	•	,
See Mandatory Pre-Bid Meeting & Site Inspection Instructions  Agency Requisition Number(s): ): 00003934						
amended, sealed proposa	<b>INVITATION FOR BIDS:</b> 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.					
NO	TE: Bidder means Individua	d/Sole Proprietor	r, Partners	ship or Corporation nan	1e.	
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	L BUSINESS NAME			Taxpayer ID # (	ΓΙΝ): SSN	FEIN
				WRITE/TYPE SS	SN/FEIN NUMBER A	.BOVE
·	NAME, DOING BUSINESS AS (I					
□ No	ON-PROFIT PARTNE	ERSHIP		JAL/SOLE PROPRIETORSHI		
8	LE PROPRIETOR, INDIVIDUAL'S					
BUSINESS TYPE: A. SAI E. OTHER (DESCRIBE IN DE		MEDICAL SERVICI	ES C. A	ATTORNEY FEES D	. RENTAL OF P	
UNDER THIS TIN, WHAT IS	THE PRIMARY TYPE OF BUSINE	ESS YOU PROVIDE	ТО ТНЕ <b>S</b> TA	ATE? (ENTER LETTER FRO	M ABOVE)	
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)						
NOTE: IF YOUR BUSINESS IS A <i>PARTNERSHIP</i> , YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.						
NOTE: IF YOUR BUSINESS IS A <i>CORPORATION</i> , IN WHICH STATE ARE YOU INCORPORATED?  WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER  DATE EXECUTED						
WRITTEN SIGNATURE OF P	ERSON AUTHORIZED TO SIGN I	BIDS ON BEHALF C	)F THE ABO	SIGN HEF		EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON  TITLE OF AUTHORIZED PERSON						
IS YOUR BUSINESS CURRE	ENTLY A DAS <i>Certified</i> Smai	LL BUSINESS ENTI	erprise?	YES (ATTACH COPY OF C	CERTIFICATE)	No
IF YOU ARE A <b>STATE EMPL</b> AGENCY & AGENCY ADDR	LOYEE, INDICATE YOUR POSITION RESS.	ON,				

#### BID PROPOSAL SP-26 Rev. 11/97

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number PROCUREMENT SERVICES 165 Capitol Avenue, 5<sup>th</sup> Floor South PO BOX 150414 HARTFORD, CT 06115-0414 Page 2 of 3 BID NO. 06PSX0072

Read & Complete Carefully

Section 1 of 4 -	<b>BIDDER INFORMATION (</b>	CONTINUED)	)

BIDDER ADDRESS	Street			CITY	STATE	ZIP CODE	
		Business Address & Co	ontact information on bacl				
BIDDER E-MAIL ADDRESS	3		BIDDER WEB SITE	,			
REMITTANCE INFORMATI	REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.   SAME AS BIDDER ADDRESS ABOVE.						
REMIT ADDRESS	STREET		CITY		STATE	ZIP CODE	
CONTACT INFORMATION:	NAME (Type or Print)						
	THE (THE ON THE (T)						
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 I	PERSON AUTHORIZED TO	SIGN BIDS ON BE	HALF OF THE <b>A</b> BOVI	E NAMED BIDDER		DATE EXECUTED	
			<b>←</b> SIGN	I HERE			
TYPE OR PRINT NAME OF	AUTHORIZED PERSON			TITLE OF AUTH	ORIZED PE	RSON	
Is Your Business Curr	ENTLY A DAS CERTIFIE	D SMALL BUSINES	SS ENTERPRISE?	YES (ATTACH CERT	IFICATE CO	OPY TO BID) NO	
IF YOU ARE A <b>STATE EMP</b>		Position,					
AGENCY & AGENCY ADD	RESS.						
FOR PURCHASE ORDER I	DISTRIBUTION: 1) CHEC	CK ONLY ONE BOX	BELOW 2) INPUT E	E-MAIL ADDRESS OI	R FAX# (II	F CHECKED)	
E-MAIL			FAX		USPS	S MAIL	
If EDI was selected, give us a person to contact in your company to set up EDI:							
NAME:							
E-MAIL ADDRESS:							
TELEPHONE NUMBER:							
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)							
□ E-MAIL		•	FAX	•	□USPS		

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

## BID PROPOSAL

SP-26 Rev. 11/97

Theresa Anderson Contract Specialist

(860) 713-5063

Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Page 3 of 3

BID NO. 06PSX0072

**Read & Complete** Carefully

Section 2 of 4 – IMPORTANT INFORMATION FOR BIDDERS

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

- 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.
- 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.
- 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.
- 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.
- 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 of Connecticut or the Federal

any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Fede Government.   [ YES  No	eral
The abovesigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.  \[ \sum \text{YES} \sum \text{NO} \]	l/or
If the abovesigned bidder and/or any company official or any subcontractor to the bidder and/or any company official <i>has</i> 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	
N. C. B. D. H. W. (1676) VIA	

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.

SP-19 Rev. 02/06

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

06PSX0072

Number:

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number PROCUREMENT SERVICES 165 Capitol Avenue, 5<sup>th</sup> Floor South PO Box 150414 HARTFORD, CT 06115-0414

Page 1 of 4

#### Standard Bid and Contract Terms and Conditions

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. Section 51 of Public Act No. 05-287 (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:
- (a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year,

SP-19 Rev. 02/06

# STATE OF CONNECTICUT

#### DEPARTMENT OF ADMINISTRATIVE SERVICES

06PSX0072

Number:

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number PROCUREMENT SERVICES 165 Capitol Avenue, 5<sup>th</sup> Floor South PO Box 150414 HARTFORD, CT 06115-0414

Page 2 of 4

### Standard Bid and Contract Terms and Conditions

unless the state agency obtains the written affidavit described in subsection (b) of this section.

- (b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) 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 or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.
- (c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
- 18. Pursuant to the requirements of Section 37(c) of Public Act No. 05-287, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.
- 19. 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.
- 20. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.

#### Delivery

- 26. All products and equipment delivered must be new unless otherwise stated in the bid specifications.
- 27. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.
- 28. Deliveries are subject to re-weighing on State sealed scales.
- 29. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
- 30. 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.

SP-19 Rev. 02/06

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

06PSX0072

Number:

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number PROCUREMENT SERVICES 165 Capitol Avenue, 5<sup>th</sup> Floor South PO Box 150414 HARTFORD, CT 06115-0414

Page 3 of 4

### Standard Bid and Contract Terms and Conditions

#### Tangible Personal Property

31. For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

(a) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut 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 such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(c) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control:

(d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(e) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in Conn. Gen. Stat. §12-1, 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. The word "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.

32. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

#### Saving Clause

33. 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

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

#### Rights

- 35. 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.
- 36. 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.
- 37. 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.

#### **Executive Orders**

38. This Agreement is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:

http://www.das.state.ct.us/Purchase/Info/Executive Orders% 203-16-17-7B Complete Text.pdf

#### Records, Files, and Information

39. 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.

SP-19 Rev. 02/06

# STATE OF CONNECTICUT

#### DEPARTMENT OF ADMINISTRATIVE SERVICES

06PSX0072

Number:

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number PROCUREMENT SERVICES 165 Capitol Avenue, 5<sup>th</sup> Floor South PO Box 150414 HARTFORD, CT 06115-0414

Page 4 of 4

### Standard Bid and Contract Terms and Conditions

40. 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)

Health 41. Under the Insurance Portability 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 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 deidentified 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.

EMPLOYMENT INFORMATION FORM (DAS-45)

Company Name

STATE OF CONNECTICUT

Contact Person

**Bid Number:** 

Phone Number

06PSX0072

Date

REV 2/98

# COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT EMPLOYMENT INFORMATION FORM

Street Address City State											
Report all per Job Category	A OVERALL TOTALS (Sum of all columns, A-F Male & Female	t-time employ I WH (NOT OF I	3 ITE HISPANIC	BL (NOT OF	ce and on-the C ACK HISPANIC IGIN)		es. Enter the D PANIC	number on a E Asian/l Islan	PACIFIC	AMERICAN	ns. F N Indian or N 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 bus	inesses as subcontractors  Y	or suppliers? es  \text{No}	Explain:								
If CT based, do you post all employment openings with the State of Connecticut Employment Service?  Yes No			Explain:								
Do you use an Affirmative Action Plan? Yes No Expla											
Describe your recruitment, hiring, training and promotion anti-discrimination practices.											

#### RECEIPT ACKNOWLEDGEMENT OF STATE ETHICS LAW SUMMARY FORM 6A Rev. 1/06

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

BID NO. 06PSX0072 snow removal

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number **Policies and Guidelines** Page 1 of 4

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.

## ACKNOWLEDGMENT OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS (Bid or Proposal)

INSTRUCTION: Contractor must sign the acknowledgment below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor acknowledges (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

_	Signature	
=	Print Name	
-	Title	
	Date	
	On behalf of:	
	Contractor Name	
	Street Address	
City	State	Zip
	Federal Employee Identification Number (FEIN/SSN)	_

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act. No. 05-287

### RECEIPT ACKNOWLEDGEMENT OF STATE ETHICS LAW SUMMARY

FORM 6A Rev. 1/06

STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT BID NO. 06PSX0072 snow removal

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number **Policies and Guidelines** Page 2 of 4

### Plain Language Summary of State Ethics Laws for Current and Potential **State Contractors**

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

#### RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

GIFTS: In general, no one doing business with or seeking business from a state or guasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

IMPORTANT RECENT CHANGE IN LAW: As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

**NOTE:** State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. NOTE: Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

GIFTS TO THE STATE: The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

NOTE: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

#### **RULES ON HIRING STATE PERSONNEL**

Before you hire a current or former state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

#### RECEIPT ACKNOWLEDGEMENT OF STATE ETHICS LAW SUMMARY FORM 6A Rev. 1/06

# STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT

BID NO.
06PSX0072
snow removal

Theresa Anderson Contract Specialist

**(860) 713-5063** *Telephone Number* 

Policies and Guidelines
Page 3 of 4

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his of her former agency for one year after leaving state service.

**NOTE:** The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

#### CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

#### OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

#### RECEIPT ACKNOWLEDGEMENT OF STATE ETHICS LAW SUMMARY FORM 6A Rev. 1/06

# STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT

BID NO.
06PSX0072
snow removal

**Theresa Anderson** Contract Specialist

**(860) 713-5063** *Telephone Number* 

Policies and Guidelines
Page 4 of 4

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, <a href="www.das.state.ct.us">www.das.state.ct.us</a>, and the Office of Policy and Management, <a href="www.opm.state.ct.us">www.opm.state.ct.us</a>, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides "investment services" as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.

**GIFT AFFIDAVIT** FORM 1A Rev. 12/05

STATE OF CONNECTICUT

ICY AND MANAGEMENT 06PSX0072

BID or PROPOSAL NO.

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number OFFICE OF POLICY AND MANAGEMENT Policies and Guidelines Page 1 of 1

# **Gift Affidavit** (Bid or Proposal)

Gift affidavit to accompany bids or proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.

Ι,					
Type/Print Name hereby swear that during the	Title			of Firm or Corp	
, and the second	, , ,	Ü			
myself nor any principals or l	key personnel of the su	ibmitting firm o	r corporation	who participat	ed directly,
extensively and substantially	in the preparation of the	his bid or propo	sal nor any ag	ent of the above	e gave a gift, as
defined in Conn. Gen. Stat. §	1-79(e), including a li	fe event gift as	defined in Cor	nn. Gen. Stat. §	§ 1-79(e)(12), to
(1) any public official or state	employee of the state	agency or quas	i-public agenc	y soliciting th	e bids or
proposals who participated di	rectly, extensively, and	d substantially i	n the preparat	ion of the bid s	solicitation or
preparation of request for pro	posal or (2) to any pub	olic official or s	ate employee	who has super	visory or
appointing authority over the	state agency or quasi-	public agency s	oliciting the bi	d or proposal,	except the gifts
listed below:					
Name of Benefactor	Name of recipient	Gift Des	<u>cription</u>	<u>Value</u>	Date of Gift
Further, neither I nor	any principals or key p	personnel of the	submitting fir	m or corporati	on who
participated directly, extensiv	ely and substantially i	n the preparatio	n of this bid o	r proposal kno	w of any action
to circumvent this gift affiday	vit.				•
Sworn as true to the best of n	ny knowledge and beli	ef, subject to the	e penalties of t	alse statement	<u>.</u>
Signature			Date		
Sworn and subscribed before	me on this	_day of	, 200	<u> </u>	
	Commis	ssioner of the Supe	rior Court		

Notary Public

**CAMPAIGN CONTRIBUTION AFFIDAVIT** FORM 2A Rev. 12/05

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

BID or PROPOSAL NO. 06PSX0072

snow removal

**Theresa Anderson** Contract Specialist

**(860) 713-5063** *Telephone Number* 

Policies and Guidelines Page 1 of 1

# Campaign Contribution Affidavit (Bid or Proposal)

Campaign contribution affidavit to accompany bids or proposals for Large State Contracts

(having a total cost to the State of more than \$500,000), pursuant to Governor M. Jodi Rell's Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250 Name of Firm or Corporation Type/Print Name hereby swear that during the two-year period preceding the submission of this bid or proposal, 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 or proposal nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below: Date of Contribution Contribution Description Contributor Recipient Amount/Value Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement. Signature Date Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_\_ 200

Commissioner of the Superior Court

Notary Public

**OSHA COMPLIANCE** SP-12 NEW 11/97

# STATE OF CONNECTICUT

Bid Number: 06PSX0072

# Certificate of Compliance with Connecticut General Statute Section 31 - 57b

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			HA	AS / HAS NOT	
	Company Name		(Cr	ross out Non-applicable)	
(OSHA) or of any stanche bid, provided such Health Act of 1970, an appeal to the appropriation or criminal conviction.	3) or more willful or serious or dard, order or regulation promulgation violations were cited in accordated not abated within the time fixed atteagency of court having jurisdictions related to the injury or death of applicable) is attached.	ated pursua ince with the by the citate tion or <b>HAS</b>	nt to such act, during ne provisions of any ion and such citation S / HAS NOT (Cross of	the three year period prece State Occupational Safety has not been set aside follow but Non-applicable) received on	ding and wing
`	,				
	(Name of Firm, 0	Organizatio	n or Corporation)		
Signed:	Written Signature:				
	Name Typed:		(Corport	ation Seal)	
Title:	(Title of	Above Pers	on, typed)		
Dated:			,		
State of	)				
County of	)	ss:	A.D., 20		
Sworn to and personall	y appeared before me for the abov	e,	Name of Firm, Organ	ization, Corporation)	_,
Signer and Sealer of th	e foregoing instrument of and ackr			•	
(Name of Person appea	aring in front of Notary or Clerk)	_, and his/h	er free act and deed a	S	
Title of Person appear	ring in front of Notary or Clerk)	<u>_</u> ·			
My Commission Expir	es:	(No	tary Public)	(Seal)	

BIDDER OUALIFICATIONS SP-14 new 11/97

# STATE OF CONNECTICUT

Page 1 of 2

#### BIDDER'S STATEMENT OF QUALIFICATIONS

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 OUALIFIED BIDDER.

**Bid Number:** 06PSX0072

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. CONTRACT NO. CONTRACT NAME STATE AGENCY PURCHASING AGENT Tel. No. 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. CONTRACT NO. CONTRACT NAME PURCHASING AGENT Tel. No. STATE AGENCY 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. Company Name and Address <u>Telephone No.:</u> Dollar Value:

### BIDDER QUALIFICATIONS

SP-14 new 11/97

# STATE OF CONNECTICUT

**Bid Number:** 06PSX0072

Page 2 of 2	BIDDER'S	STATEMENT O	F QUALIFICATIONS
COMPANY NAME:			
SIZE OF COMPANY OR CORPORATION:	NUMBER OF EMPLOYEES:	FULL TIME	PART TIME
	COMPANY VALUE:	EQUIPMENT ASSETS _	TOTAL ASSETS
IS YOUR COMPANY I	REGISTERED WITH THE OFFIC	E OF THE CONNECTICUT	SECRETARY OF STATE? YES NO
	REGISTRATION E	OATE, IF AVAILABLE:	
	ULD YOUR COMPANY PROVIDI NECTICUT SECRETARY OF ST		CERTIFICATE  YES NO
LIST OF EQUIPM	ENT TO BE USED FOR TH	IIS SERVICE (INCLUDE	Model, Year & Manufacturer):
	<u>Model</u>	YEAR	<u>Manufacturer</u>
		(Attach additional sheets	if necessary)
LIST ANY RELEVAN	NT CERTIFICATIONS, LICENSES	S, REGISTRATIONS, ETC. OF THIS BI	WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS D.
	AL CONVICTIONS AGAINST DIRECTORS, PARTNERS, LL		ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL
		(Attach additional sheets	if necessary)
MADE REGARDING PARTNERS, LLC M DEMANDS, INVES INCLUDE A LISTII AGENCY SUCH AS	G YOUR COMPANY OR AL MEMBERS OR LLC MANAC TIGATIONS AND LEGAL, NG OF OSHA VIOLATIONS S THE DEPARTMENT OF CO	NY OF YOUR COMPAI GERS. THIS WOULD II ADMINISTRATIVE OR S AND ANY ACTIONS ONSUMER PROTECTIO	Y THE STATE OR DETERMINATIONS THAT THE STATE HAS NY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, NCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS, ARBITRATION PROCEEDINGS PENDING IN ANY FORUM. OR ORDERS PENDING OR RESOLVED WITH ANY STATE N, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, R. SUCH INFORMATION SHOULD BE FOR THE LAST THREE
		(Attach additional sheets	if necessary)
I HEREBY CERTIF TRUE.	Y UNDER PENALTY OF FA	ALSE STATEMENT THA	AT ALL THE INFORMATION SUPPLIED IS COMPLETE AND
	SIGNATURE		DATE

TITLE

#### **Bid Requirements**

Snow Removal, Sanding, & Salting Services

Page 1 of 2

- 1. **Set Aside Participation:** No Set-Aside requirement is set for this bid. However, certified businesses should provide with their bid a copy of their current certificate from the Department of Administrative Services/Business Connections Division.
- 2. <u>Mandatory</u> Pre-Bid Meeting and Site Inspections: These site inspections are intended to review the Bid requirements and answer any questions that interested Contractors may have about the Bid. <u>Mandatory site inspections with a DOT property agent must be arranged by the contractor prior to submitting a bid. A sign in sheet will be circulated and each company representative must sign in order to get credit for attending this site inspection. This sign in sheet will be faxed Theresa Anderson, Contract Specialist, upon completion to verify attendance to review with submitted bid proposals. Failure to attend will result in the rejection of your bid. *Late arrivals will not be permitted.*</u>

The site meeting and inspection will be held at the front entrance to each of the following locations and per attached Region breakdown.

- March 23, 2006 at 10 a.m. 197 Union Street, Bristol (corner of East Rd, vacant lot)
- ▶ March 24, 2006 at 10 a.m. 270-272 Cook Street, Meriden (3 family house now vacant)
- March 27, 2006 at 10 a.m. 56-58 Rockwell Ave, New Britain (corner of Glenn St/apt.)
- ▶ March 28, 2006 at 10 a.m. 127 East Street, New Haven (old Charette Building vacant)
- March 29, 2006 at 10 a.m. 636 Plank Rd, Waterbury (Dr. Duffy/Plumbing/China Buffet)

Contact Donald Hood at (860) 594-2476 for sites in Bristol, Meriden, and New Britain. Contact Agustin Margary at (860) 594-2422 to schedule inspections of sites in New Haven and Waterbury. Contractors will receive copies of maps showing the properties at the site inspection for use in submitting bids and, if awarded the contract, to refer to when providing the snow and ice removal service.

- **3. Questions:** If a Contractor has any questions about the bid or finds any discrepancies or contradictions in the specifications or doubt as to the meaning of any provision, the Contractor must notify Procurement Services in **writing** at least *ten* (10) days prior to the bid due date.
  - All correspondence should be directed to: DAS, Procurement Services, Attn: Theresa Anderson, Box 150414, 165 Capitol Ave., Hartford, CT 06115-0414, fax to (860) 622-2946 or emailed to: <a href="mailto:theresa.anderson@ct.gov">theresa.anderson@ct.gov</a> place bid number **06psx0072** in subject line. Verbal responses are considered non-binding. Answers to all substantive questions received will be provided in the form of an addendum and will be available on the DAS/Procurement Services website <a href="www.das.state.ct.us">www.das.state.ct.us</a> Contractors must download a copy of the addendum from the website.
- **4. Pricing:** Contractors shall quote prices as outlined in the Bid Price Proposal Schedule of this bid. Prices quoted must include all costs associated with performance of this contract, including travel. **Bid prices must remain firm through the contract term.** Bid prices must

#### **Bid Requirements**

Snow Removal, Sanding, & Salting Services

Page 2 of 2

also include any associated costs for removing accumulated snow. Contractor shall bid on bid items per regions (e.g. may bid on one region or any number of regions). Contractors must submit bids for all items contained in a region in order to be considered for that region.

- **5. Payment Terms:** State of CT small business set-aside payment terms are Net 30 days in accordance with cgs 4a-60j (net 30). Net terms for periods less than 30 days may result in bid rejection. *Exception:* Contractors may offer cash discounts for prompt payments (e.g. 2%, 15).
- **6. Bid Openings:** Contractors 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, buyers are unable to read bid results over the telephone.
- 7. Environmentally preferable submittal encouraged: The State of Connecticut 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 contractors are encouraged to submit bids following these guidelines:
  - ▶ All originals shall be one-sided.
  - All **copies** should be printed **double sided**.
  - ▶ All bids and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper.
  - Unless necessary, all bids should minimize or eliminate the use of non-recyclable or non re-usable materials. Three-ring binders are acceptable if the size of the bid warrants such use. Contractors 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 and recycling of materials.
  - In addition to the use of recycled content paper, contractors are encouraged to use other products that contain recycled content in their bids.
- **8. Basis of Award:** The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include:
  - a. By item, group of items, or in its entirety
  - b. Based on vendor's geographic location to adequately service the entire State of Connecticut in the best possible manner.
  - c. As a multiple award

### **Contract Requirements**

Snow Removal, Sanding, & Salting Services

Page 1 of 6

- 1. **Scope:** This contract shall cover the State of Connecticut, Department of Transportation's requirements for **contractors to perform snow plowing, sanding and salting services** where applicable. Contractor shall also be responsible for providing snow and ice removal services at the properties are owned by the Connecticut Department of Transportation (see regions list). All work shall be performed in a professional manner, using quality equipment and materials, all of which must be maintained and operated by the contractor.
- 2. **Mandatory Extension to State Entities:** This is not applicable, as services are site-specific.
- 3. Contract Period: The contract period shall be from Date of Award to May 31, 2007. The State reserves the sole right to extend this contract for a period of up to the full original contract term or parts thereof.
- 4. **Payments:** Payments for snow removal are based on the total number of inches per storm as shown on the Schedule form, <u>not</u> on the number of times the contractor removes snow from the site during or after a storm. Application of sand and salt are paid per application and should only be applied if necessary for safety. State of Connecticut payment terms are Net 45.
- 5. **Payment Inquires:** All invoices shall be submitted to the Department of Transportation, Office of Rights of Way, Division of Property Management, 2800 Berlin Turnpike, P.O. Box 317546, Newington, CT 06131-7546.
- 6. **Business Operational Changes:** In the event that the awarded contractor moves, updates telephone numbers, or changes their name, it is the responsibility of the contractor to advise the state of such changes in writing. The State will not be held responsible if payments or purchase orders are delayed due to additional routing caused by lack of notification on the contractor's part. Business changes must be forwarded to:

Department of Transportation DAS, Procurement Services

Attn: Barbara Bergeron 5<sup>th</sup> Floor South
P.O. Box 317546 & 165 Capitol Avenue
2800 Berlin Turnpike Hartford, CT 06106

Newington, CT 06131-7546

7. **Insurance Certificates Required:** Before any contract is executed, the successful contractor(s) will be required to file with the Department of Transportation, within twenty (20) days from the date of notification a Certificate of Insurance. 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); contractors 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. Failure to submit proof of insurance coverage within twenty (20) days of request will allow the State to re-award the contract or re-bid the project as it deems necessary. Insurance certificates must document that the vendor has owner's and contractor's protective liability, commercial general liability, automotive liability, workers compensation

1

#### **Contract Requirements**

Snow Removal, Sanding, & Salting Services

Page 2 of 6

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 contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, for and in the name of the State of Connecticut in conjunction paragraphs (B), (C), and (F), 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.

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

The contractor'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.

Contractor 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.

In addition to the above, DAS/Procurement Services must also receive a copy of the insurance policy.

- 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 Contractors, 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

#### **Contract Requirements**

Snow Removal, Sanding, & Salting Services

Page 3 of 6

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/contractor 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. Contractor 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 contractor performs and all those performed for the contractor by subcontractor(s), the contractor, 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.
- F. UMBRELLA LIABILITY: In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B, C, and F (if required) the State of Connecticut must be named as Additional Insured.

The Contractor 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.

Contractor 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 Contractor'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 Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage are the responsibility of the contractors. Insurance requirements will be **strictly enforced.** Contractors 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

#### **Contract Requirements**

Snow Removal, Sanding, & Salting Services

Page 4 of 6

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

Purchase orders <u>WILL NOT</u> be issued without receipt of properly executed insurance certificates.

8. **Contract Award:** The Contractor's signature on the SP-26, Bid Proposal, is the Contractor's agreement to all the terms and conditions listed within the bid proposal. If your company is selected as the awarded Contractor, the signature of the SP-26 constitutes as the agreement between your company and the State.

In addition, once a Contractor has been selected and prior to the contract award, additional Affidavits will be sent to the awarded contractors and a Corporate Authorization document is required (language included on the last page), which will need completion and return prior to contract commencement.

Once the contract is awarded, the State will issue a contract award that constitutes as the State's signed agreement to this contract. No additional signatures will be required. The agency, will issue its purchase order to the Contractor. The Contractor shall not perform services without receiving a purchase order. Questions regarding the purchase order should be directed to the agency. A copy of the contract award can be viewed on the DAS/Procurement website – <a href="https://www.das.state.ct.us/busopp.asp">www.das.state.ct.us/busopp.asp</a>.

Instructions on locating the contract award on the DAS website:

Scroll down to the heading CONTRACTS.

The box that states "By Keyword", click the arrow to the right of the box for the drop down menu. Click on "By Contract Number".

Click in the empty box to the right and type in the contract award number and click "GO". Click on the "contract number".

Now, click on "PDF: Review The Contract Document" to download and/or print the contract.

If the contract does not show up, it probably means that the contract has either not been awarded or hasn't yet been posted to the website. Please keep trying until it does.

9. **Damage To State And/Or Personal Property:** The Contractor shall be responsible for the repair or replacement costs of any damage to the State and/or personal property caused by the use, misuse or negligence caused by the Contractor or his employees. This includes, but not limited to permanent objects, curbs, fencing, shrubs, trees, and lawn areas. The Contractor is responsible for reporting damage to State property within seventy-two (72) hours of occurrence. **The damage must be reported in writing. All damage must be repaired to the satisfaction of the Department of Administrative Services.** 

#### **Contract Requirements**

Snow Removal, Sanding, & Salting Services

Page 5 of 6

- 10. **Assessment Of Damages:** In the event that the Contractor is not providing satisfactory service, which has to be remedied by the use of State forces or by the use of another contractor(s), the State will access the awarded contractor the full amount expended to correct the deficiencies. In the event that the Contractor's performance and/or equipment is not in proper working condition, the State reserves the right to negotiate and assess damages. This negotiation will be discussed by all parties resulting in a final determination by DAS/Procurement Services.
- 11. **Disputes:** In the event there is a disagreement between the State's representative and the Contractor regarding interpretation of contractual requirements, the Contractor is to proceed with the work in question under protest until the disagreement is resolved by DAS/Procurement Services. DAS/Procurement Services' decision shall be binding on all parties.
- 12. **Affidavits:** Awarded contractors will be required to submit the Gift/Campaign Contribution Affidavit that accompanies large state contracts pursuant to Sections 2, 3, and 4 of the Public Act and an annual contract affidavit update. In addition, contractors awarded to this solicitation will be required to annually submit an updated Gift/Campaign Contribution Affidavit in the event the term if this contract award exceeds a one-year term.
- 13. **Safety:** The contractor shall comply with all applicable federal, O.S.H.A., State of Connecticut, and local laws and current safety standards in force at the time of services.
- 14. **Reporting Requirements** / **Audit:** The awarded contractor may be required to furnish the Department of Administrative Services with a summary of the total services made under this contract on a yearly basis. At the option of the state and at its own expense, periodic audits may, at reasonable times, be made of the contractor'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.
- 15. **Non-Performance Clause:** DAS requires that should it be found that the quality of services being performed in not satisfactory, that the requirements of the specifications are not being met, the Contractor shall be informed, by the using agency, of said deficiency and shall be given an opportunity to correct the offending condition. The time allowed to correct the condition shall be specified and will be reasonable depending on the nature of the non-performance. If the complaint was resolved by the agency, the agency should fill out a Vendor Performance Report "For Information Only" purposes and forward to DAS/Procurement Services. The vendor performance report will be filed as DAS/Procurement Services and may be used in the future when evaluating the Contractor's past performance with the State.

If the complaint cannot be resolved between the using agency and the Contractor, the user agency will fill out a Vendor Performance Report and forwarded to DAS/Procurement Services. The Contractor will be afforded ten (10) business days from the date of receipt of a negative report to correct the problem.

#### **Contract Requirements**

Snow Removal, Sanding, & Salting Services

Page 6 of 6

- 16. **Corporate Authorization/Resolution:** The following information will be required if issued a contract award: All contracts must include appropriate corporate documentation, which (1) authorizes the company to enter into contracts; (2) authorizes a particular officer to execute contracts on behalf of the company; and (3) evidences that the officer signing in fact holds his/her office. Appropriate corporate documentation usually involves a certificate from the corporate secretary setting forth a copy of a board resolution. If not:
  - a. In lieu of the certified resolution, include a certified copy of (a) the applicable section of the bylaws which authorize execution of the contract and the signing person or (b) a resolution adopted earlier by the board and (c) a certification that the person signing the contract in fact holds that office.
  - b. In lieu of a certified resolution or bylaws, include a certified copy of the corporate minutes of the board of directors, which must specifically authorize the person signing the contract to execute the contract.
  - c. **LLC's**, which do not have boards of directors, must submit a copy of that portion of their management or operations agreement that identifies which member or manager has the authority to bind the llc in contracts.
  - d. **Partnerships**, which also do not have boards or directors, must include some evidence of a partner's authority to bind the partnership in contracts. This can include a copy of or a part of the partnership agreement, again taking into account any limitations, or consent from the appropriate partners.
  - e. If companies don't hold board meetings for every contract they sign, see #1 above.
  - f. If your company doesn't have bylaws or resolutions, a formal "legal opinion" from the attorney attesting to the authority of this company to enter into the transaction and the officer's ability to bind the company.
- 17. **Secretary of State Office's Registration:** Businesses should have a *certificate of existence* for those incorporated in Connecticut (domestic corporations) or a *certificate of authorization* for those incorporated in other states (foreign corporations) on file with the Connecticut Secretary of State's Office per Connecticut State Statutes. Both domestic & foreign businesses authorized to transact business in this State, should file an annual report with the Secretary of the State. *The following types of businesses should file with the Secretary of the State's office:* 
  - Corporations; domestic and foreign (stock and non-stock)
  - Limited Liability Companies (LLC's); domestic and foreign
  - Limited Liability Partnerships (LLP's); domestic and foreign
  - Limited Partnerships (LP's); domestic and foreign
  - Statutory Trusts; domestic and foreign

Sole Proprietorships are not required to file. Any questions regarding this information may be directed to the Connecticut Secretary of State's Office at (860) 509-6002 or review more information on the SOTS website at <a href="www.sots.ct.gov">www.sots.ct.gov</a>

### 06PSX0072 SPECIFICATION

Snow Removal, Sanding, & Salting Services

Page 1 of 1

**DESCRIPTION OF SERVICES:** It is the intention of the Connecticut Department of Transportation to have available contractor as specified on the proposal schedule to perform snow removal, sanding and salting services where applicable through the winter season. Contractor shall be responsible for providing snow and ice removal services at the properties found on the bid item sheet. All properties are owned by the Connecticut Department of Transportation (DOT) and are located in Connecticut.

Removal of snow and ice shall be completed within 24 hours for residential properties and within 6 hours for commercial properties from the ending of the storm.

The clearing of snow and ice from fire hydrants, crosswalks, and handicapped ramps, if present on a property, shall be considered part of the required work for that property.

The contractor shall apply a 1:1 mixture of sand and salt to areas only if ice is present and the application is necessary for safety.

Contractor is responsible for rectifying any damage caused by their snow and ice removal activities.

#### **MANDATORY SITE INSPECTION:** See Instructions

**MAPS:** Contractors will receive copies of maps showing the properties at the site inspection for use in submitting bids and, if awarded the contract, to refer to when providing the snow and ice removal service.

**INSURANCE CERTIFICATES REQUIRED FOR CONTRACT:** See <u>Contract Requirements</u> for dollar amounts. 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 <u>WILL NOT</u> be issued without receipt of properly executed insurance certificates.

Form (Rev. January 2005)
Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

ge 2.	Name (as shown on your income tax return)							
on pa	Business name, if different from above							
Print or type Specific Instructions on page	Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other	<b>&gt;</b>			Exemp		backup	
Print o	Address (number, street, and apt. or suite no.)	Requester's	name and	address	(option	nal)		
pecific	City, state, and ZIP code							
See S	List account number(s) here (optional)							
Part	Taxpayer Identification Number (TIN)							
backup alien, s	our TIN in the appropriate box. The TIN provided must match the name given on Line 1 withholding. For individuals, this is your social security number (SSN). However, for a reple proprietor, or disregarded entity, see the Part I instructions on page 3. For other entity ployer identification number (EIN). If you do not have a number, see How to get a TIN or	esident ties, it is	Social sec	+ 1	mber + or			
<b>Note.</b> It	the account is in more than one name, see the chart on page 4 for guidelines on whose	e number	Employer	identific	ation n	umbe	r	
Part	I Certification							
Under p	enalties of perjury, I certify that:							
1. The	number shown on this form is my correct taxpayer identification number (or I am waitin	g for a numb	er to be i	ssued t	o me),	and		
Rev	not subject to backup withholding because: (a) I am exempt from backup withholding, enue Service (IRS) that I am subject to backup withholding as a result of a failure to repied me that I am no longer subject to backup withholding, and							
3. I an	a U.S. person (including a U.S. resident alien).							
withhole For mo arrange	ertification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup thholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. or mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement rangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must ovide your correct TIN. (See the instructions on page 4.)							
Sign Here	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 - AGENCY VENDOR FORM

SP-26NB Rev 4/03

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.

## READ & COMPLETE CAREFULLY

COMPLETE VENDOR LEGAL BUSINESS NAME			Taxpayer ID # (TIN):	SSN FEIN
David No. of The Control of the Cont	- A - /I		WRITE/TYPE SSN/FEIN NUM	MBER ABOVE
BUSINESS NAME , TRADE NAME, DOING BUSINESS	S AS (IF DIFFEREN	T FROM ABOVE)		
. = =	LC CORPORATION		RTNERSHIP LLC SINGLE ME UAL/SOLE PROPRIETOR	EMBER ENTITY
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVID				E BLOCK ABOVE.
BUSINESS TYPE: A. SALE OF COMMODITIES	B. MEDICAL S	ERVICES C.		L OF PROPERTY TATE & EQUIPMENT)
E. OTHER (DESCRIBE IN DETAIL) UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF I	DISTRICT VOLUDE	OVIDE TO THE ST	FATE? (ENTED LETTED EDOM ADOVE	3) 🔺
UNDER THIS TIN, WHAT IS THE FRIMART THE OF I				
NOTE: IF YOUR BUSINESS IS A <i>PARTNERSHIP</i> , YOU				/
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN V				
VENDOR ADDRESS STREET			CITY STATE Z	IP CODE
Add Additional E VENDOR E-MAIL ADDRESS	Business Address & Co			
VENDOR E-MAIL ADDRESS		VENDOR WEB S	SITE	
DENOTE ANGE INCODE ATTOMA DIDIGATE DEL ON TUN	DELOTE AND AD	D D D G G G E VOLUD D	Ryanyaga	DEGG (DOVE
REMITTANCE INFORMATION: INDICATE BELOW THE REMIT ADDRESS STREET	REMITTANCE ADI	CITY	STATE Z	
REMIT ADDRESS STREET		CITT	STATE Z	II CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)				
1 <sup>st</sup> Business Phone:	Ext. #	HOME PHONE:		
2 <sup>ND</sup> BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:		
CELLULAR:		2 <sup>ND</sup> PAGER:		
1 <sup>st</sup> Fax Number:		TOLL FREE PHO	ONE:	
2 <sup>nd</sup> Fax Number:		TELEX:		
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO	SIGN PROPOSALS	ON BEHALF OF T	THE ABOVE NAMED VENDOR  SIGN HERE	DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLE OF AUTHORIZED PERSON	
Is Your Business Currently a DAS Certified	SMALL BUSINES	SS ENTERPRISE?	YES (ATTACH COPY OF CERTIFICA	ate) 🗌 No
IF YOU ARE A <b>STATE EMPLOYEE</b> , INDICATE YOUR AGENCY & AGENCY ADDRESS	Position,			
FOR PURCHASE ORDER DISTRIBUTION: 1) CHEC	CK ONLY ONE BOX	(BELOW 2) INPL	IT F-MAIL ADDRESS OR FAX # (IF C	:HECKED)
E-MAIL	NOTE TO SEE	FAX	USPS M	
If EDI was selected, give us a person to contact	in vour compan	v to set up EDI:	•	
NAME:				
E-Mail Address:				
TELEPHONE NUMBER:				
FOR REQUEST FOR QUOTATION (RFQ) DISTRIB	UTION: 1) CHECK	ONLY ONE BOX BE	LOW 2) INPUT E-MAIL ADDRESS OR FAX	X # (IF CHECKED)
E-MAIL	,	FAX	USPS M	

# **BRISTOL REGION**

	File No(s).	Location	Project Description
Item No.			
1.1	17-86-18, 24, 29, 42, 44, 46; and, 17-137-12, 13, 14	41-43, 55, 56-58, 60, 67, 72, 90, 96, 102-104 Central St., Bristol	Vacant residential property. Remove snow and ice from sidewalks along the street. Easterly and Westerly on Central Street. Approximate Total Area: 3,825 sq. ft.+/- (Easterly Area: 2,100 sq. ft.+/-, Length: 420'+/-, Width: 5'+/- and Westerly Area: 1,725 sq. ft.+/-, Length: 345'+/-, Width: 5'+/-).
1.2	17-161-1	189 Union Street, Bristol	Vacant residential property. Remove snow and ice from sidewalks along the street. Northwesterly by Union Street. Approximate Area: 725 sq. ft. +/- (Length: 145'+/-, Width: 5'+/-).
1.3	17-161-2	197 Union Street and 15 East Road, Bristol	Vacant residential property. Remove snow and ice from sidewalks along the street. Southwesterly by East Road and Northwesterly by Union Street. Approximate Area: 1,620 sq. ft. +/- (Length: 324'+/-, Width: 5'+/-).
1.4	17-161-3	41 East Road Bristol	Vacant residential property. Remove snow and ice from sidewalks along the street. Southeasterly by East Road. Approximate Area: 535 sq. ft. +/- (Length: 107', Width: 5'+/-).

## **MERIDEN REGION**

Item	File No(s).	Location	Project Description
<b>No.</b> 2.1	79-215-1	265 Cook Avenue, Meriden	Occupied commercial property, presently JB's Jewelry and Pawn Shop. Remove snow and ice from sidewalks along the street. Southeasterly by Cook Avenue. Approximate Area: 250 sq. ft. +/- (Length:
2.2	79-215-2	270-272 Cook Ave., Meriden	47'+/-, Width: 5'+/-).  Occupied residential property. Remove snow and ice from sidewalks along the street. Westerly by Cook Avenue. Approximate Area: 200 sq. ft.+/- (Length: 39'+/-, Width: 5'+/-).
2.3	79-215-3	274 Cook Avenue, Meriden	Vacant commercial property, formerly occupied by GEM Auto Sales & Service Center. Remove snow and ice from sidewalks along the street. Westerly by Cook Avenue. Approximate Area: 600 sq. ft.+/- (Length: 119'+/-, Width: 5'+/-).
2.4	79-215-5	285 Cook Avenue, Meriden	Occupied commercial property, presently Cooks Pawn Shop. Remove snow and ice from sidewalks along street. Easterly by Cook Avenue. Approximate Area: 200 sq. ft.+/- (Length: 43'+/-, Width: 5'+/-).

## **NEW BRITAIN REGION**

Item	File No(s).	Location	Project Description
No.			
3.1	88-160-1	65, 85 Rockwell Ave., New Britain	Occupied commercial property, presently Roger's Auto Repair. Remove snow and ice from sidewalks along the street. Easterly by Rockwell Avenue and Northerly by Webster Street. Approximate Area: 1,650 sq. ft.+/- (Length: 240'+/- by Rockwell Avenue and 90'+/- by Webster Street, Width: 5'+/-).
3.2	88-160-3	64-66 Rockwell Ave., New Britain	Vacant residential property. Remove snow and ice from sidewalks along the street. Northwesterly by Rockwell Avenue. Approximate Area: 425 sq. ft. +/- (Length: 85'+/-, Width: 5'+/-).
3.3	88-160-4	72 Rockwell Avenue, New Britain	Vacant residential property. Remove snow and ice from sidewalks along the street. Westerly and Northwesterly by Rockwell Avenue. Approximate Area: 250 sq. ft. +/- (Length: 50'+/-, Width: 5'+/-).
3.4	88-160-5	78 Rockwell Avenue, New Britain	Occupied residential property, presently a single family house. Remove snow and ice from sidewalks along the street. Westerly by Rockwell Avenue. Approximate Area: 300 sq. ft. +/- (Length: 60'+/-, Width: 5'+/-).
3.5	88-160-6	82 Rockwell Avenue, New Britain	Occupied residential property, presently multi-family house. Remove snow and ice from sidewalks along the street. Westerly by Rockwell Avenue. Approximate Area: 325 sq. ft. +/- (Length: 65'+/-, Width: 5'+/-).
3.6	88-160-7	406, 414, 464 Arch Street., New Britain	Occupied residential and commercial property, presently apartments. Remove snow and ice from sidewalks along the street. Westerly by Arch Street. Approximate Area: 775 sq. ft. +/- (Length: 155'+/-, Width: 5'+/-).
3.7	88-160-8	56-58 Rockwell Ave. and 173 Glenn Street, New Britain	Occupied residential property, presently multi-family house. Remove snow and ice from all walkways and sidewalks, including courtyard between the two buildings, stairs, landings, and doorways. Northwesterly by Rockwell Avenue and Easterly by Glenn Street. Approx. Total Area: 1500 sq. ft. +/- (Sidewalks Along Streets: 1000 sq. ft. +/-, Courtyard, Stairs, Landings, and Doorways: 500 sq. ft. +/-).

## **NEW HAVEN REGION**

Item No.	File No(s).	Location	Project Description
4.1	92-532-3	127 East Street, New Haven	Vacant commercial property, formerly Charrette and Ultimate Brands. Remove snow and ice from sidewalks along the streets. Westerly by East Street and Southwesterly by Bridge Street. Approximate Area: 700 sq. ft.+/- (Length: 140'+/-, Width: 5'+/-).
4.2	92-532-2	111 East Street, New Haven	Vacant commercial property, formerly Texaco Gas Station. Remove snow and ice from sidewalks along street. Westerly by East Street. Approximate Area: 850 sq. ft. +/- (Length: 170'+/-, Width: 5'+/-).
4.3	92-532-5	166 Bridge Street, New Haven	Vacant commercial property, formerly Jack's Bar & Grill. Remove snow and ice from sidewalks along the streets. Westerly by East Street and Northeasterly by Bridge Street. Approximate Area: 1,200 sq. ft. +/- (Length: 240'+/-, Width: 5'+/-).

## **WATERBURY REGION**

Item No.	File No(s).	Location	Project Description
5.1	151-273-47	636 Plank Road,	Occupied and vacant commercial property, presently
		Waterbury	Dr. Patrick R. Duffy (occupied) and Waterbury
			Plumbing (occupied) and China Buffet (vacant).
			Remove snow and ice from all parking lots,
			entrances, steps and sidewalks. Northwesterly by
			Plank Road East, Northeasterly by Scott Road, and
			Southwesterly by land now or formerly of Louis A.
			Lestorti. Approximate Total Area: 25,000 sq. ft. +/

## PROPOSAL SCHEDULE

SP-16 NEW. 11/97

# STATE OF CONNECTICUT

PROCUREMENT SERVICES

**BID NO** 06PSX0072

Theresa Anderson

Contract Specialist

(860) 713-5063

Telephone Number

PROPOSAL SCHEDULE

for Bid 06PSX0072

IMPORTANT! RETURN ORIGINAL AND ONE COPY DELIVERY: N/A

CASH DISCOUNT: TERMS:

Days

Payment terms are Net 45 days (30 days for Set-Aside Vendors). Any deviation may result in bid rejection.

Page 1 of 1

BIDDER NAME:

SSN OR FEIN #:

**Bristol Region** 

Item No.	1" to 6" Per Storm	Each Additional Inch Per Storm	Sand and Salt Mixture Per Application
1.1	\$	\$	\$
1.2	\$	\$	\$
1.3	\$	\$	\$
1.4	\$	\$	\$

**Meriden Region** 

 TUE TOTAL			
Item No.	1" to 6"	Each Additional	Sand and Salt Mixture
	Per Storm	Inch Per Storm	Per Application
2.1	\$	\$	\$
2.2	\$	\$	\$
2.3	\$	\$	\$
2.4	\$	\$	\$

**New Britain Region** 

u	in Region				
	Item No.	1" to 6" Per Storm	Each Additional Inch Per Storm	Sand and Salt Mixture Per Application	
	3.1	\$	\$	\$	
	3.2	\$	\$	\$	
	3.3	\$	\$	\$	
	3.4	\$	\$	\$	
	3.5	\$	\$	\$	
	3.6	\$	\$	\$	
	3.7	\$	S	S	

**New Haven Region** 

•	11 11051011			
	Item No.	1" to 6" Per Storm	Each Additional Inch Per Storm	Sand and Salt Mixture Per Application
	4.1	\$	\$	\$
	4.2	\$	\$	\$
	4.3	\$	S	S

**Waterbury Region** 

Item No.	1" to 6" Per Storm	Each Additional Inch Per Storm	Sand and Salt Mixture Per Application
5.1	\$	\$	\$

Bidder's Contact Person:		Title:	
Telephone #	Fax #	Email:	