

BID ADDENDUM
SP-18 NEW. 11/97

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

BID NO.:

04PSX0172

Bid Opening Date:

15 July 2004

Joe Giliberto
Contract Specialist

(860)713-5096
Telephone Number

BID ADDENDUM #1

DESCRIPTION: Repair/Maintenance/and Inspection of Air Conditioning, Heating, and Refrigeration Components and Accessories (HVAC) for DMR West Region Locations.

FOR: **DMR West Region**
25 Creamery Road
Cheshire, CT 06410 for Various Locations

BIDDERS NOTE:

MANDATORY INSPECTION OF JOB SITES:

There will be a Mandatory Pre-Bid Meeting and Site Inspection on July 8, 2004 at 9:00 A.M. at DMR, NW Center, 195 Alvord Park Road, Torrington, CT 06790. All bidders must attend this meeting. Those bidders who wish to bid on the Danbury location must also attend the second portion of the Site Inspection, which will take place immediately following the Site Inspection in Torrington. **NOTE: LATE ARRIVALS [15 MINUTES OR MORE] WILL NOT BE GIVEN CREDIT FOR ATTENDANCE NOR ALLOWED TO PARTICIPATE IN THE BID PROCESS.**

This Addendum must be *Signed & Returned* with your Bid.

Authorized Signature of Bidder

Company Name

APPROVED _____

JOE GILIBERTO

Contract Specialist

(Original Signature on Document in Procurement Files)

Date Issued: 1 July 2004

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



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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

joe.giliberto@po.state.ct.us
Contract Specialist E-mail Address

(860)622-2917
Fax Number

Invitation for Bids

SPECIFICATIONS & BID DOCUMENTS ATTACHED

Bid Number: **04PSX0172** Bid Opening Date & Time: **15 July 2004 at 2:00 PM Eastern Time**

Bid Description: Repair/Maintenance/Inspection of Air Conditioning, Heating, Refrigeration Components & Accessories (HVAC) for DMR West Region Locations

Special Instructions:: All Bidders must attend Mandatory Pre-Bid Meeting and Site Inspection @ Torrington location. Any bidders who wish to bid on the Danbury location must also continue on to the second part of the Inspection in Danbury.

***** MANDATORY PRE-BID MEETING and SITE INSPECTION on July 8, 2004 at 9:00 a.m. Eastern Time *****

NOTE: Late Arrivals (15 minutes or more) will not be given credit for attendance nor allowed to participate in the bid process. Vendors will not be admitted to state buildings without a valid photo ID.

Pre-Bid Meeting Location: DMR NW Center, 195 Alvord Park Road, Torrington, CT [Contact Person : Ray Hanley, 860-496-3069] AND DMR, Danbury Center, 400 Main Street, Danbury, CT[Contact Person: Craig Payton 203-806-8761]

This contract replaces the following contract award(s) in part or in total: **989-A-03-0656-C**

SEALED BID NO.: 04PSX0172

NOT TO BE OPENED UNTIL: 15 July 2004
2:00 PM Eastern Time

Return Bid To:

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

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

Bids cannot be accepted after specified Bid Opening Time.

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

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

STATE OF CONNECTICUT

BIDDER'S CHECKLIST

Bid Number:

04PSX0172

READ CAREFULLY

THIS FORM IS NOT TO BE RETURNED WITH YOUR BID. HOWEVER, IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

- ___ 1. The Bid Proposal (SP-26) must be signed by a duly authorized representative of the company (unsigned bids are automatically rejected) and the Proposal Schedule (SP-16) must be included with your bid.
- ___ 2. The bid prices you have offered have been reviewed and verified.
- ___ 3. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
- ___ 4. Any errors, alterations, corrections or erasures to unit prices, total prices, etc. must be initialed by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
- ___ 5. The payment terms are Net 45 Days. Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. (You may offer cash discounts for prompt payment.)
Exception: State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 32-9h.
- ___ 6. Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
- ___ 7. The delivery information block has been completed. (Be specific: In most cases, "as ordered" or "as required" is not complete information.)
- ___ 8. If required the amount of bid surety has been checked and the surety has been included.
- ___ 9. Any addenda to the bid have been signed and included.
- ___ 10. The pre-addressed mailing label has been used on your return mailing envelope or the envelope has been:
 - a. marked with the Bid Number and Bid Opening Date &
 - b. addressed to:

State of Connecticut
Department of Administrative Services
Procurement Services
165 Capitol Avenue, 5th Floor South
PO Box 150414
Hartford, CT 06115-0414
- ___ 11. The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
- ___ 12. The bid is mailed or hand-delivered in-time to be received no later than the designated opening date and time. Hand-delivered bids must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Avenue, Hartford, CT. Late bids are not accepted under any circumstances. Please allow enough time if mailing in your bid.
- ___ 14. Form DAS-45 or SP-34 (as applicable) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
- ___ 15. **MAKE SURE TO INCLUDE THE ORIGINAL PROPOSAL SCHEDULE PAGES (SP-16) ALONG WITH ONE COPY (UNLESS MORE COPIES ARE REQUESTED WITHIN THE BID SPECIFICATIONS).**
- ___ 16. **VENDORS NAME MUST APPEAR IN THE UPPER RIGHT CORNER OF ALL PROPOSAL SCHEDULE PAGES (SP-16).**

BID PROPOSAL

SP-26 Rev. 04/03

(Prev. Rev. 11/02)

Joe Giliberto

Contract Specialist

(860)713-5096

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STATE OF CONNECTICUT
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PROCUREMENT SERVICES

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PO BOX 150414

HARTFORD, CT 06115-0414

Page 1 of 3

THIS FORM AND
REQUIRED PROPOSAL
SCHEDULE FORMS
MUST BE RETURNED

Read & Complete
Carefully

BID NO: 04PSX0172	BID OPENING DATE: 15 July 2004	BID OPENING TIME: 2:00 PM Eastern Time	BID SURETY: \$0.00	DATE ISSUED: 25 June 2004
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DESCRIPTION: **Repair/Maintenance/Inspection of Air Conditioning, Heating & Refrigeration Components & Accessories (HVAC) for DMR West Region.**

FOR: DMR West Region 25 Creamery Road Cheshire, CT 06410 for Various Locations	TERM OF CONTRACT / DELIVERY DATE REQ'D: Date of Award through June 30, 2009
See Mandatory Pre-Bid Information on Invitation for Bids (form SP-11)	Agency Requisition Number(s):

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

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

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

Section 1 of 4 - **BIDDER INFORMATION**

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

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

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Joe Giliberto
Contract Specialist
(860)713-5096
Telephone Number

Read & Complete
Carefully

Section 1 of 4 - **BIDDER INFORMATION (CONTINUED)**

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address & Contact information on back of this form.				

BIDDER E-MAIL ADDRESS	BIDDER WEB SITE
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REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. SAME AS BIDDER ADDRESS ABOVE.

REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE
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CONTACT INFORMATION: NAME (TYPE OR PRINT)

1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1 ST PAGER:
CELLULAR:		2 ND PAGER:
1 ST FAX NUMBER:		TOLL FREE PHONE:
2 ND FAX NUMBER:		TELEX:

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER	DATE EXECUTED
	

TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON
---	----------------------------

IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? YES (ATTACH CERTIFICATE COPY TO BID) NO

IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.

FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)

E-MAIL FAX USPS MAIL EDI

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 MAIL

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

Joe Giliberto
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STATE OF CONNECTICUT
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Page 3 of 3

BID NO.
04PSX0172

Read & Complete
Carefully

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

AFFIRMATION OF BIDDER: The abovesigned bidder affirms and declares:

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

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

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

YES NO

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

YES NO

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

Number of notices attached _____

Section 4 of 4 – **OTHER NOTICES**

Notice regarding Package Handling at 165 Capitol Avenue

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

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

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

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

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 11/02
(Prev. Rev. 04/02)
Joe Giliberto
Contract Specialist

(860)713-5096
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STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
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165 Capitol Avenue, 5th Floor South
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BID NO.:
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Standard Bid and Contract Terms and Conditions - Page 1 of 3

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 shall 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.

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 11/02
(Prev. Rev. 04/02)
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BID NO.: 04PSX0172

Standard Bid and Contract Terms and Conditions - Page 2 of 3

Contract

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

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

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

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

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

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

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

Delivery

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

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

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

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

28. 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.

Saving Clause

29. 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

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

Rights

31. 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.

32. 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.

33. 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.

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

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 11/02
(Prev. Rev. 04/02)
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BID NO.: 04PSX0172

Standard Bid and Contract Terms and Conditions - Page 3 of 3

Records, Files, and Information

35. Incorporated by reference into this contract and Pursuant to Public Act No. 01-169, 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.

36. 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)

37. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's

services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

GENERAL TERMS AND CONDITIONS

SCOPE:

This contract shall cover the Repair/Maintenance/Inspection of the Air Conditioning, Heating, Refrigeration Components and Accessories (HVAC) at the following locations:

Torrington: DMR, NW Center
195 Alvord Park Road
Torrington, CT
Contact Person: Ray Hanley, 860-496-3069

Danbury: DMR, NW Danbury Center
400 Main Street
Danbury, CT
Contact Person: Craig Payton, 203-806-8761

The contract is intended to provide a minimum level of preventative maintenance as outlined in the attached Specifications. All other work not specified herein will be performed on a time and materials basis. Contractors must also be capable of providing Emergency Service on a 24- hour/7 day-a-week basis, with two [2] hour response time.

CONTRACT TERM:

The contract shall be for a period of five years, from Date of Award through July 31, 2009. The State reserves the right to extend this contract for a period up to the full original contract term or parts thereof.

MANDATORY INSPECTION OF JOB SITES:

Bidders shall visit the site and take such other steps as may be necessary to ascertain the nature and location of the work and the general location conditions, which affect the work or the cost thereof. There will be a Mandatory Pre-Bid Meeting and Site Inspection on July 8, 2004 at 9:00 A.M. at DMR, NW Center, 195 Alvord Park Road, Torrington, CT 06790. All bidders must attend this meeting. Those bidders who wish to bid on the Danbury location must also attend the second portion of the Site Inspection, which will take place immediately following the Site Inspection in Torrington. **NOTE: LATE ARRIVALS [15 MINUTES OR MORE] WILL NOT BE GIVEN CREDIT FOR ATTENDANCE NOR ALLOWED TO PARTICIPATE IN THE BID PROCESS.**

INSURANCE:

Vendor shall not commence work under this contract until it has obtained all insurance required under this Section, nor shall the Vendor allow any sub-contractor to commence work on its sub-contract until all similar insurance required of the sub-contractor has been obtained. Certificates of Insurance shall be forwarded to DAS/Procurement Services (Attn: Gregg Nome), and to Contract Users upon request. Updates on the insurance coverage are the responsibility of the Vendor. Insurance requirements will be **strictly enforced**.

Vendor shall assume any and all deductibles in the described insurance policies. The Vendor's insurers shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State. "Claims Made" coverage is unacceptable, with the exception of Professional Liability. Vendor agrees that he/she will not use the defense of sovereign immunity the adjustment of claims or in the defense of any suit, unless requested by the State.

Commercial General Liability

\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

GENERAL TERMS AND CONDITIONS

INSURANCE:

Workers' Compensation and Employers Liability

Statutory coverage in compliance with the Compensation laws of the State. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease-policy limit, \$100,000 each employee.

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

Automobile Liability

\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Vendor in any capacity in connection with carrying out this contract.

If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount. Vendor's 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.

Minimum Scope of Insurance

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with DAS on the standard Accord Certificate of Insurance form showing the specified insurance and limits. The State shall be named as an Additional Insured. The Vendor's insurer shall have no right of recovery of subrogation against the State and the Vendor's insurance shall be primary coverage.

SPECIAL CONDITIONS:

It is agreed that the agency will provide reasonable means of access to all devices, which are to be serviced. Contractor shall be free to start and stop all primary equipment incidentals to the operation of the control system(s) with prior permission from the Maintenance Supervisor.

The air piping of pneumatic control systems will be maintained as it affects the proper operation of the control system(s) under the terms of this agreement. The replacement of air piping, repair or replacement of concealed air piping, or repair to air piping due to corrosion, physical damage, or other causes beyond contractor's control is not included.

SCHEDULING OF WORK:

Inspection and routine maintenance and service shall be accomplished as follows:

<u>Torrington:</u>	Between 9:00 a.m. and 4:30 p.m., five days per week – Monday through Friday, except legal holidays.
<u>Danbury:</u>	Between 9:00 a.m. and 3:00 p.m., five days per week – Monday through Friday, except legal holidays.

GENERAL TERMS AND CONDITIONS

Emergency work requiring shutdown shall be accomplished in the minimum time possible. In case of failure beyond normal inspection and routine maintenance, the contractor shall respond with an adequate number of personnel with a level of expertise necessary to correct the problem. Contractor shall provide emergency repair service on a 24 hour, 7-day a week basis, with a response time of 2 hours. **ALL EMERGENCY SERVICE PERFORMED UNDER THIS CONTRACT WILL BE DONE ON A TIME & MATERIALS BASIS ACCORDING TO THE RATES BID IN ITEM #2 ON THE PROPOSAL SCHEDULE [SP-16].**

Contractor shall furnish agency with names and phone numbers of at least three servicemen for heat pumps and air conditioning equipment; and three servicemen for boilers, hot water heaters and gas burners.

NON-CONTRACT WORK

The State may, at its option, have upgrades or modifications performed on the various systems covered by this contract. The Contractor shall price man-hour labor for upgrades or modifications as shown on the Proposal Schedule [SP-16]. All man-hour labor shall be for job-site labor only; no travel time, mileage, minimum charges or portal-to-portal charges shall be allowed.

YEAR 2000 COMPLIANCE:

The contractor shall warrant fault free performance in the processing of date and date related data. Fault free performance shall include the manipulation of display of this data and provide correct results in forward and backward date calculation spanning century boundaries, for both hardware and software. Contractors will only be responsible for new or replacement parts/components installed under this contract. However, any existing, State owned equipment that is found to be non-compliant should be brought to the immediate attention of the State.

BASIS of AWARD

The contract will be awarded to lowest, qualified, responsible bidder per location basis. Contractors may bid on one or all locations; however, for each location, contractors must submit bids for all equipment listed. The State reserves the right to group items and/or make an award to multiple vendors.

PRICE ADJUSTMENTS

Prices quoted for parts and labor under this contract shall remain firm for a period of one (1) year. Thereafter, on the anniversary date of the contract, the awarded contractor may file for a price increase consistent with and relative to price changes originating with the manufacturer. Changes shall be based upon general industry changes, as evidenced by manufacturers printed price notices or lists. Requests for such increases must be fully and properly documented. The new pricing medium must be sent with the request for increase.

The state reserves the right to reject any requested price increase deemed excessive by the State. The vendor must submit a formal request for an increase to DAS, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106, ATTN: Joseph Giliberto, Contract Specialist., no later than thirty (30) days prior to the effective price increase date. The increase request shall contain the date the increase takes effect. No retroactive increase will be allowed. In the event a retroactive price increase is received, DAS Procurement Services will set the effective date as ten (10) days from the receipt of such request. Any purchase orders issued by any State agency prior to the effective date will be honored by the contractor at the price in affect at the time of the issuance of the purchase order.

PLEASE NOTE THAT NO PRICE INCREASES WILL BE ALLOWED FOR ITEM #1 ON THE PROPOSAL SCHEDULE, (SP-16), THE SEMI-ANNUAL AMOUNT BID FOR MAINTENANCE AND INSPECTION. THE PRICE BID FOR THIS SERVICE WILL REMAIN FIRM FOR THE ENTIRE TERM OF THE CONTRACT.

GENERAL TERMS AND CONDITIONS

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 Administrative Services – Procurement Services
165 Capitol Avenue
Box #150414
Hartford, Connecticut 06115-0414
Attention: Joe Giliberto

QUESTIONS:

Technical questions concerning the detailed specifications shall be submitted in writing to the Department of Administrative Services, Procurement Services, 165 Capitol Avenue, Box #150414, Hartford, Connecticut 06115-0414
Attention: Mr. Joe Giliberto.

**TEMPERATURE CONTROL EQUIPMENT
SPECIFICATIONS FOR TORRINGTON LOCATION**

Contractor agrees to perform maintenance inspections two times per year at approximately April and September. Contractor will notify the Agency in advance of the maintenance inspections.

Once begun, seasonal maintenance is to be performed in a continuous manner until completed.

During each inspection contractor will:

- A. Regularly and systematically examine, adjust, calibrate and clean thermostats, humidity controls, temperature controls, pressure controls valves, relays, motors and accessories directly pertaining to the control system(s), including air compressor and motors.
- B. Switch from heating to cooling or from cooling to heating as required.
- C. Regularly and systematically furnish lubricants and lubricate such components as air compressors, valve packing glands, damper bearings, linkages, and switches directly pertaining to the control system(s).
- D. Replace valve-packing materials of control valves as often as may be necessary in order to maintain the valves without leaking.

**HEATING EQUIPMENT
SPECIFICATION FOR TORRINGTON LOCATION**

Contractor agrees to furnish all labor and materials in order to perform one inspection and complete cleaning and service in August of the following equipment:

- A. (7) Lochinvar CHN 0400 natural gas – fired heating boilers 335 BTU/hr output.
- B. (1) AO Smith Model #HW 420893 domestic hot water heater, natural gas – fired. 331,800 BTU/hr output.
- C. (1) AO Smith Model #BTC 500A921, 69 US gallons, natural gas, domestic hot water heater.
- D. (1) AO Smith Model #BTC 197921, 100 US gallons, natural gas, domestic hot water heater.

Contractor will perform the cleaning and inspection in the month of August in accordance with the following:

- 1. Contractor will notify the Agency in advance of the cleaning and inspection.
- 2. Remove burners from boilers units, inspect and clean all parts, assemble and affix to boiler after the boiler has been thoroughly cleaned and vacuumed by contractor.
- 3. Perform test for CO2 indicator, draft and stack loss, fire efficiency and spot smoke test. The boiler shall operate at peak performance.
- 4. The Contractor shall have all parts and equipment available at all times for emergency repairs thus requiring minimum down time on equipment.

**AIR CONTIDIONING EQUIPMENT
SPECIFICATIONS FOR TORRINGTON LOCATION**

Contractor agrees to furnish all labor and materials in order to perform two (2) inspections (one-April and one-October). Contractor will notify the Agency in advance of the inspections on the following equipment:

- A. Heat Pump #1 & Heat Pump #2 – 5,500 cfm @ .5” SP, 66,000 BTU heating @ 0 F., 130,000 BTU net. Sensible cooling @ 90 F., Carrier Series #50 PQ.
- B. Heat Pumps, 3,4,5 & 6 – 6,400 cfm @ .5 SP, 67,000 BTU heating @ 0 F., 138,000 BTU net. Sensible cooling @ 95 F., Carrier Series #50 PQ.
- C. Air Conditioning #1 – Carrier Model 38AE044, 480,000 BTU @ 95 F. air-entering condenser.

Contractor will take a set of log readings on equipment, check pressures, timing, etc. and make a note of any unusual operating conditions and bring to the attention of Mark Dailey. A copy of said log readings would be provided to the agency.

Contractor will perform October maintenance inspection in accordance with the following:

- 1. Test oil acidity.
- 2. Replace compressor oil if above test so indicates high acid or moisture content.
- 3. Replace filter drier cores as indicated by moisture content.
- 4. Leak test unit in its entirety, including all compressors, refrigerant piping and condenser coils.
- 5. Repair all minor leaks.
- 6. Clean condensers with chemical solution one time per year to maintain operating efficiency.
- 7. Clean all motor and compressor contractors as needed.
- 8. Check condition and set points of all operating and safety controls including:
 - Oil pressure switch
 - High-pressure cutouts
 - Low-pressure cutouts
 - Crankcase heaters
 - Brine thermostat
 - Cycling timer
 - Fan controllers
 - Flow switches
 - Any other factory supplies safety control device
- 9. Meg all compressor motors and record readings.

**TEMPERATURE CONTROL EQUIPMENT
SPECIFICATIONS FOR DANBURY LOCATION**

Contractor agrees to perform maintenance inspections one time per year at approximately September. Contractor will notify the Agency in advance of the maintenance inspections.

Once begun, seasonal maintenance is to be performed in a continuous manner until completed.

During each inspection contractor will:

- A. Regularly and systematically examine, adjust, calibrate and clean thermostats, humidity controls, temperature controls, pressure controls valves, relays, motors and accessories directly pertaining to the control system(s), including air compressor and motors.
- B. Regularly and systematically furnish lubricants and lubricate such components as air compressors, valve packing glands, damper bearings, linkages, and switches directly pertaining to the control system(s).
- C. Replace valve-packing materials of control valves as often as may be necessary in order to maintain the valves without leaking.

**HEATING EQUIPMENT
SPECIFICATION FOR DANBURY LOCATION**

Contractor agrees to furnish all labor and materials in order to perform one inspection & complete cleaning, lubrication and service in September of the following equipment:

- A. Rheen, Model #RF156-82, 82 gallon, gas, 156,000 BTU
- B. All Circulators
- C. Boiler, multi-temp Hydrotherm, Northvale, NJ 6 units, gas
- D. (1) Compressor, Curtis Model #ES06D3C
- E. (2) Chrysler AHV's Airtemp, Model #AV03, 2 filters 20x25x1 [LOCATED IN THE ATTIC.]
- F. Chrysler Airtemp, RD19, 6 filters 20x25x2, 4 – 16x25x2 [LOCATED IN REAR HALLWAY.]

Contractor will perform the cleaning and inspection in the month of September in accordance with the following:

1. Contractor will notify the Agency in advance of the cleaning and inspection.
2. Remove burners from boilers units, inspect and clean all parts, assemble and affix to boiler after the boiler has been thoroughly cleaned and vacuumed by contractor.
3. Perform test for CO2 indicator, draft and stack loss, fire efficiency and spot smoke test. The boiler shall operate at peak performance.

The Contractor shall have all parts and equipment available at all times for emergency repairs thus requiring minimum down time on equipment.

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number:
04PSX0172

Page 1 of 2

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

COMPANY NAME: _____
&
ADDRESS: _____

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

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

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

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

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

LIST OTHER NAMES YOUR COMPANY GOES BY: _____

LIST PREVIOUS COMPANY NAME (S) _____

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

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

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number:
04PSX0172

Page 2 of 2

COMPANY NAME: _____

SIZE OF COMPANY
OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME _____ PART TIME _____

COMPANY VALUE: EQUIPMENT ASSETS _____ TOTAL ASSETS _____

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

REGISTRATION DATE, IF AVAILABLE: _____

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

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

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

(Attach additional sheets if necessary)

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

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE
REGARDING YOUR COMPANY OR CORPORATION. THIS WOULD INCLUDE COURT JUDGEMENTS AND SUITS PENDING BY A STATE OR
FEDERAL COURT. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE
AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL
THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

I HEREBY CERTIFY THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

SIGNATURE

DATE

TITLE

STATE OF CONNECTICUT

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)

WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT

EMPLOYMENT INFORMATION FORM

Bid Number:
04PSX0172

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

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

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

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

VENDOR AFFIDAVIT TO
ACCOMPANY BID

SP-8 Rev. 6/04

Joe Giliberto
Contract Specialist

(860)713-5096
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

BID NO.:

04PSX0172

Gift Affidavit to Accompany Bid for Large State Contracts,
as defined in Public Act 04-245 Section 2

Page 1 of 1

I, _____ (name, title and company name), hereby swear that, during the two-year period preceding the submission of this bid that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid nor agent of the above gave a gift, as defined in Conn. Gen. Stat. Section 1-79(e), including a life event gift as defined in Conn. Gen. Stat. Section 1-79(e)(12), except the gifts listed below:

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

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

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

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

_____	_____	_____
Print name	Signature	Date

Sworn and subscribed before me on this _____ day of _____, 200____,

Commissioner of the Superior Court/
Notary Public

STATE OF CONNECTICUT

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

Bid Number: 04PSX0172

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

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

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

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____) **ss:** *A.D., 20* _____)

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

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

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

_____.
(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

(Notary Public) (Seal)

STATE OF CONNECTICUT PROCUREMENT SERVICES

BID NO.:
04PSX0172

Joe Giliberto
Contract Specialist

(860)713-5096
Telephone Number

PROPOSAL SCHEDULE for Bid # 04PSX0172 <u>IMPORTANT!</u> <u>RETURN ORIGINAL AND ONE COPY</u>	DELIVERY:
	TERMS: CASH DISCOUNT: <div style="text-align: right;">% Days</div>
Payment terms are net 45 days. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB state agency.	BIDDER NAME:
Page 1 OF 2	SSN OR FEIN #:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	Contractor shall furnish all labor, material, tools and test equipment necessary to properly service and maintain all Air Conditioning, Heating and Refrigeration Components & Accessories for DMR in accordance with the attached Specifications and Special Bid Terms & Conditions.				
1	Maintenance Inspections as follows:				
	A. Temperature Control Equipment @ DMR NW Center in Torrington [Semi - Annual]	10	EACH	\$	\$
	B. Heating Equipment @ DMR NW Center in Torrington [Annual]	5	EACH	\$	\$
	C. Air Conditioning Equipment @ DMR NW Center in Torrington [Semi- Annual]	10	EACH	\$	\$
2	Labor Rates and Parts [See Specifications and Special Bid T& C] for work not covered by the contract. MILEAGE AND/OR TRAVEL TIME WILL NOT BE ALLOWED.				
	A. Labor Rates, Normal Work Day			\$	
	B. Labor Rates, After Hours, Weekends & Holidays			\$	
	PLEASE SPECIFY THE TIME THAT CONSTITUTES YOUR NORMAL WORK DAY.				
	C. Parts at discount from List Price [Original Invoices shall be available upon request]				
	Kreuter Temperature Control Equipment				Discount From List
	All other Temperature Control Equipment				Discount From List
	All other Equipment				Discount From List

STATE OF CONNECTICUT PROCUREMENT SERVICES

BID NO.:
04PSX0172

Joe Giliberto
Contract Specialist

(860)713-5096
Telephone Number

PROPOSAL SCHEDULE for Bid # 04PSX0172 <u>IMPORTANT!</u> <u>RETURN ORIGINAL AND ONE COPY</u>	DELIVERY:
	TERMS: CASH DISCOUNT: <div style="text-align: right;">% Days</div>
Payment terms are net 45 days. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB state agency. Page 2 OF 2	BIDDER NAME: SSN OR FEIN #:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	Contractor shall furnish all labor, material, tools and test equipment necessary to properly service and maintain all Air Conditioning, Heating and Refrigeration Components & Accessories for DMR in accordance with the attached Specifications and Special Bid Terms & Conditions.				
1	Maintenance Inspections as follows:				
	A. Temperature Control Equipment @ DMR Danbury Center [Semi - Annual]	10	EACH	\$	\$
	B. Heating Equipment @ DMR Danbury Center [Annual]	5	EACH	\$	\$
2	Labor Rates and Parts [See Specifications and Special Bid T& C] for work not covered by the contract. MILEAGE AND/OR TRAVEL TIME WILL NOT BE ALLOWED.				
	A. Labor Rates, Normal Work Day			\$	
	B. Labor Rates, After Hours, Weekends & Holidays			\$	
	PLEASE SPECIFY THE TIME THAT CONSTITUTES YOUR NORMAL WORK DAY.				
	C. Parts at discount from List Price [Original Invoices shall be available upon request]				
	Kreuter Temperature Control Equipment				Discount From List
	All other Temperature Control Equipment				Discount From List
	All other Equipment				Discount From List