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



Theresa Anderson
Contract Specialist

(860) 713-5063

Telephone Number

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: 06PSX0070 Bid Opening Date & Time: 21 March 2006 at 2:00 PM Eastern Time

Bid Description: Purchase Dry Freight Cube Van, 19,500 GVWR

This contract replaces the following contract award(s) in part or in total: **NONE**

SEALED BID NO.: **06PSX0070**

NOT TO BE OPENED UNTIL: 21 March 2006

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: <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

06PSX0070 SPECIFICATIONS Cube Van, 19,500 GVWR

BIDDER NAME: RETURN WITH BI		
	BIDDER NAME:	RETURN WITH BID

GENERAL:

The intent of these specifications is to describe the minimum requirements for a new standard production truck with special allied equipment to be used by various ConnDOT units to move parcels, furniture, and commodities. The complete equipment offered shall be new, and of the latest production cab over model as evidenced by the manufacturers published literature. It shall conform to all specifications contained herein.

Detailed specifications of the complete unit offered must accompany the bid at time of opening. Any and all standard equipment, supplies, parts, and or attachments not specifically mentioned but necessary to furnish a complete unit shall be included and installed by the successful bidder.

Where any major unit other than specified by trade name is proposed to be furnished, the bidder must furnish specification comparisons of such units. The equipment shall conform in strength, quality of material and workmanship to what is usually provided by good engineering practice, and any allied equipment shall be installed in such a manner so as not to adversely affect the original manufacturer's product. The complete equipment shall comply with all applicable Federal and Connecticut State Motor Vehicle, OSHA, ICC and ANSI regulations and safety standards and codes, and any other applicable regulations in force at the time of delivery. All applicable guards and warning labels required by law must also be complied with accordingly.

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DOT DETAILED SPECIFICATION	BIDDER DETAILED SPECIFICATIONS
TYPE OF TRUCK:	TYPE OF TRUCK:
Diesel powered, approximately 19,500 lbs. GVWR minimum, 4 x 2 configuration	GVWR rating lbs.
Truck supplied with an unloaded frame height of 28-30 inches is acceptable.	Unload Frame Height: to inches
Dual rear wheels and standard cab or approved equal. Cab over style	Dual Rear Wheels Yes No If No:
Cab over style	Cab over: YesNo
ENGINE:	ENGINE:
Approximately 200 HP, and 440 foot pounds torque @1,850 rpm minimum	Horse Power: HP Torque rating: @ RPM:
4-cycle turbocharged electronic diesel engine, Liquid-cooled meeting all the current emission standards.	4 Cycle Turbocharged Electronic Diesel Engine Yes No If No: Year of emissions standards:
Electronic engine shall have in cab programmable electronic engine controls and RPM features cruise control, engine idle control	Electronic engine controls: Yes No If No:
Adjustable "bump" rate control for various stand-by operations for the vehicle.	Adjustable bump rate: Yes No If No:

06PSX0070 SPECIFICATIONS Cube Van, 19,500 GVWR Page 2 of 9

BIDDER NAME:	RETURN WITH BID

DOT DETAILED SPECIFICATION	BIDDER DETAILED SPECIFICATIONS
ELECTRICAL:	ELECTRICAL:
Alternator must be a minimum of 12 volt ,135 amps and be pad mounted.	Alternator Amperage Minimum voltage Amps Pad Mounted: Yes No
There must be 2 batteries with a Minimum CCA of 1800 Amps.	Number of Batteries: Cold Cranking Amperage:
AIR FILTER:	AIR FILTER:
Manufacturer's heavy duty air filter must be supplied with an air restriction gauge	Heavy Duty air filter with air restriction gauge Yes No If No
COOLING SYSTEM:	COOLING SYSTEM:
Should be a super heavy-duty pressurized system containing long life coolant (NO SUBSTITUTE) with anti-cavitations and freeze Protection to minus 25 degree Fahrenheit	Heavy Duty Cooling: Yes No If no: Long Life Coolant: Yes No If no:
Engine block must have a 110 volt engine block heater with remote receptacle easily accessible and conveniently mounted in the front cab area.	110 volt Block Heater: Yes No If no: Remote receptacle: Yes No If No: Mounting Area:
EXHAUST SYSTEM:	EXHAUST SYSTEM:
Horizontal exhaust must be provided per ConnDOT Approval prior to production	Horizontal exhaust Yes No If No:
FUEL SYSTEM:	FUEL SYSTEM:
The fuel system shall be electronically controlled.	Electronically Controlled: Yes No If no:
The engine or truck manufacturer's standard fuel filters and heated water separator.	Heated fuel/water separator: Yes No If No:
Minimum fuel tank capacity of 40 gallons must be supplied. The tank should be of a steel construction.	Fuel tank capacity: Gallons Fuel Tank Construction Type:
A diesel fuel only decal and the fuel cap must be painted yellow.	Diesel fuel only decal: Yes No Fuel cap painted yellow: Yes No:
The fuel fill neck & cap must be readily accessible by the operator and must meet ConnDOT approval prior to award	Readily accessible fuel filler neck: Yes No If No Location:

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BIDDER NAME:	RETURN WITH BID
DOT DETAILED SPECIFICATION	BIDDER DETAILED SPECIFICATIONS
WHEEL BASE:	WHEEL BASE:
Must be approximately 149 ", suitable for a 16' dry freight body.	Wheel base supplied:
CAB TO AXLE:	CAB TO AXLE:
Must be approximately 121" inches suitable for the 16' body specified.	Cab to axle: inches
Approx. 70" inches of after frame must be supplied	After frame supplied:inches
TRANSMISSION:	TRANSMISSION:
Must be a 5 speed overdrive transmission with a tow/haul mode to control up shifts and downshifts. With a heavy duty oil cooler floor mount push button control	Transmission Make: Model: Type of Cooler: Number of Forward Speeds: Floor mounted push button control: YesNo If No:
STEERING:	STEERING:
Must be full power integral type	Type of steering provided: Steering Box Make: Model:
BRAKES:	BRAKES:
Four wheel hydraulic disc brakes with full wheel by wheel anti-lock feature	Brakes to be supplied: Anti-lock feature supplied:
FRONT AXLE:	FRONT AXLE;
The front axle must be rated for a minimum of 7,000 lbs capacity with double acting shock absorbers and a stabilizer bar.	Front Axle capacity:
	Shock absorbers Yes: No: If No:
REAR AXLE:	REAR AXLE:
The rear axle must be rated at a minimum of 13,500 lbs capacity with double acting shock absorbers and stabilizer bar.	Rear Axle capacity: Shock absorbers Yes: No:
אווטטה מטפטוטפופ מווע פנמטוווצפו טמו.	If no:
Rear end gear ratio should be for maximum fuel economy and good grade ability	Gear Ratio Supplied:

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BIDDER NAME:	RETURN WITH BID
DOT DETAILED SPECIFICATION	BIDDER DETAILED SPECIFICATIONS
TIRES:	TIRES:
Tires - Goodyear G647RSS 225/70R19.5 or an approved equal	Tires Make: Model: Tire Size: Load Range:
A spare tire of the same type supplied on the vehicle must be supplied.	Spare tire supplied Yes: No Same as vehicle tires Yes: No If No:
WHEELS:	WHEELS:
Painted steel wheels 19.5" X 6.00 " hub piloted painted white	Wheels supplied: x Hub piloted: Painted White:
Powder coated if available	Powder Coated Yes: No:
Wheels factory balanced and Front end aligned	Wheels balanced Yes: No: If No: Front end aligned Yes: No: If No:
FRAME:	FRAME;
Full channel designed to exceed the GVWR capacity. Shall be a single channel design.	Frame capacity: Full single C-Channel Yes: No: If No:
Frame Height to be approximately 28-30" inches	Frame Height:inches
Frame RBM should be approximately 461,000 in. lbs	Frame RBM:lbs.
Frame rating should be approximately 50,000 psi	Frame rating:
PAINT:	PAINT:
The truck and dry freight body assemblies must be painted and primed with lead free base coat/clear coat paint.	Lead free paint Yes: No If No: Base coat clear coat Yes: No: If No:
The truck shall be painted Omaha orange in color	Truck Color Omaha Orange Yes: No: If No:
The utility body must be painted white and the underframe or underbody must be painted black along with bumper and/or lift gate.	Body Color: Under Frame/Body Painted, bumper and/or lift gate Painted Black: Yes No If No:

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BIDDER NAME:	RETURN WITH BID
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DOT DETAILED SPECIFICATION

BIDDER DETAILED SPECIFICATIONS

TRUCK RELATED EQUIPMENT:

TRUCK RELATED EQUIPMENT:

All factory standard equipment and mandatory equipment required by law for the model offered must be included (unless specifically noted otherwise). They shall include but not be limited to the following

(unless specifically noted otherwise). They shall include but	t not be limited to the following.
1. Air conditioning	Yes No If No
2. Headliner and Cab insulation package	Yes No If No
3. Heater and defroster	Yes No If No
4. Dual sun visors	Yes No If No
Illuminated dash gauges, full instrument gauge package	Yes No If No:
6. Ash tray, cigarette lighter, 2 cup holders	Yes No If No
7. Interior rear view mirror	Yes No If No
8. Tinted windshield, door glass,	Yes No If No
Power windows and door locks with remote keyless entry.	Yes No If No
10.High back drivers and a (2) passenger seat with a cloth covering or an approved equal. colors to match interior center seat with notebook tray.	Seat Make: Model Seat Covering Material: Passengers seat Type: High Back Yes No If No:
11. Left & Right HD retractable, west coast 12" x 6" (approximate) mirrors break away type with 8" x 6" inch convex mirrors attached.	West coast mirrors: Yes No If No: Convex mirrors: Yes No If No:
 Two speed electric windshield wipers and washers with intermittent feature. 	2 speed wipers: Yes No If No: Intermittent feature: Yes No If No:
13. Dual electric horns	Dual electric horns: YesNo If No:
14. Automatic dome light activation when doors are opened, plus map lighting and under-dash lighting if available. with manual override	Automatic dome light: Yes No If No: Map and under-dash lighting: Yes No If No:
15. Factory vinyl/rubber floor covering if available	Vinyl floor covering: Yes No

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BIDDER NAME:	RETURN WITH BID
DOT DETAILED SPECIFICATION	BIDDER DETAILED SPECIFICATIONS
TRUCK RELATED EQUIPMENT:	TRUCK RELATED EQUIPMENT:
16. Standard factory AM/ FM /weather band radio and clock CD	Factory AM/FM /weather radio: Yes No If No:
17. Two (2) complete sets of keys	Two (2) sets of keys: Yes No If No:
18. License plate brackets front and rear with LED lighting on rear	Front and rear license brackets: Yes No If No: LED Lighting: Yes No If No:
 19. 12 volt power port for accessories Cell phones, etc. 	12V power port: YesNo If No:
20. Halogen headlights with daytime running, if available	Halogen Headlights: Yes No If No: Daytime running: Yes No If No:
21. Cab Lights	Cab Lights: Yes No If No:
22. Full length overhead storage bin	Storage bin: Yes No If No:
23. Tilt /Telescopic steering wheel	Tilt/telescopic wheel: Yes No If No:
24. Grab Handles Driver and Passengers A-Pillar location	Grab Handles: Yes No If No:
25. Easy tilt cab for serviceability, maintenance	Easy Tilt Cab: Yes No If No:
26. Routine fluid level checks without tilting cab	Yes No If No:
27. Front Tow Hooks	Yes: No: If No:

28. Mud flaps on the rear of steer axle tires

Yes:__ No:___ If No:_____

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BIDDER NAME:	RETURN WITH BID

Dry Freight Body Specifications

A 16 foot Morgan model GVSD8516096, ABC, or approved equal heavy duty body meeting the minimum

specification contained herein for a dry freight van body n	nust be supplied. Meeting ConnDOT approval
DOT DETAILED SPECIFICATION	BIDDER DETAILED SPECIFICATIONS
TYPE OF TRUCK:	TYPE OF TRUCK:
Sub frame construction 3" I-beam on 12 " center with 4" longrail Mylar tape on bottom rails.	Sub Frame Construction: Mylar Tape: Yes No If No:
Full mount 5/8" U-Bolts to truck frame. Per Conn DOT approval	Yes: No: If No:
Mud flaps with anti-sail devices in front and in back of the rear drive wheels.	Mud Flaps on rear axle: Yes No If No:
The floor must be an 1 1/8 " laminated hardwood flat with no wheel wells	1 1/8 " laminated flat floor: Yes No If No:
Varnished	Varnished: Yes No If No:
Rear roll-up door plastic covered whiting pre-painted color white, or approved equal approximate opening 79" height and 88" wide.	Roll-up rear door: Yes No If No: Height" Width"
Rear frame must be galvannealed truck skinned compatible with pre-drilled holes in rear frame post endplate reinforcement.	Galvannealed rear frame: Yes No If No:
Rear Threshold must be flush to the rear entrance steel galvanized angle.	Galvanized threshold: Yes No If No:
Side post must be steel Z with 16" inches on center with no curbside or street side doors.	Steel Z posts: Yes No If No:
Outside body skin must be a minimum of .040 aluminum pre-painted white on the sides and front of the body.	Aluminum .040 sides: Yes No If No:
The roof must be a minimum of .032 inch thick aluminum. Well sealed for water leakage prevention.	Aluminum roof .032 inch thick: YesNo If No: Water Sealed for Leakage Prevention: Yes No_ If No:

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BIDDER NAME:	RETURN WITH BID	
DOT DETAILED SPECIFICATION	BIDDER DETAILED SPECIFICATIONS	
The front end and top radius of the body must be of an aerodynamic aluminum design with corner caps.	Aluminum aerodynamic design: Yes No If No:	
The side wall and front wall must be riveted	Riveted panels: Yes No If No:	
The side liners must be a minimum of 3/8" of an inch full plywood	3/8" side liners: Yes No If No:	
The front liner must be a minimum of 3/4" of an inch full plywood.	3/4" plywood front liner: Yes No If No:	
There must be 16" inch high side liners to protect the lower plywood sections. the liner must be a minimum of 14 gauge galvanized steel.	Side liners-: Yes No If No: Side Liner Height:inches	
There must be a minimum of 2 interior lights. with a lighted switch located in the cab and at the rear of the body inside the right side door.	Number of interior lights w/switches: If None:	
(2) Two 12' exterior body grab handles must be provided mounting per ConnDOT approval	Number of Grab Handles: If None:	
The rear bumper and step must be a type "B" drop step with an anti skid surface. It must provide under ride protection and ramp storage accommodations. Subject to ConnDOT approval prior to production	Rear step Bumper Type B: Yes No If No: Under ride protection: YesNo If No:	
One piece non-skid aluminum ramp designed to fit underbody for the 16' foot body and store into the rear bumper area. Or an approved equal, subject to ConnDOT approval prior to production.	One piece aluminum ramp: Yes No If No	
All LED body lighting per Federal and State Motor Vehicle LED Body Laws, completely sealed and protected from corrosion	LED lighting: Yes No If No:	
E-Track series tie downs located on each side of the body full length at 30 inches high and at 60 inches high, with same located in the front of the body.	E-Track tie downs: Yes No Locations	

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BIDDER NAME:	RETURN WITH BID
OPTION: A	OPTION: A
14' foot dry freight body in lieu of body specified meeting minimum specifications contained herein.	14' foot body: YesNo: If No:
OPTION: B	OPTION: B
Rail Type Liftgate such as a Tommy Gate Model 89-16a 1600 lb capacity, 89" x 60" deep. With remote hand held toggle switch control and 15' feet of coil cord. Or an approved equal model lift gate. The lift gate in lieu of ramp specified, but with an ICC approved bumper. Stop tail lights	Lift Gate Supplied: Model Capacity: Dimensions: Remote control: YesNo If No: ICC Approved Bumper: YesNo If No: Stop and tail marker lights LED style: YesNo
Lights with license plate marker light in LED style.	If No:
OPTION: C D-ring recessed cargo tie downs priced (2) each location subject to ConnDOT approval prior to production	OPTION: C D-Ring tie downs: YesNo If No:
OPTION: D	OPTION:D
Truck manufacturer's extended warranties listed by price sheet, warranty duration period and mileage and exclusions	Extended warrantee price sheet:YesNo If No:
OPTION: E	OPTION: E
Truck Manufacturers standard color as shown in colors chips. In lieu of Omaha orange.	Manufacturer standard colors available: Yes
OPTION: F	O <u>PTION:F</u>
E-track in the floor 30" from each side of the body. Subject to ConnDOT approval prior to production	E-track in the floor full length: YesNo If No:

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- **1. SCOPE:** This bid shall cover the State of Connecticut, Department of Transportation's requirements for (3) three 19,500lb GVWR cab over dry freight vans for the 2005-2006 Equipment Program (July 1, 2005 to June 30, 2006). The complete units shall be of a current model and be in production at the time of delivery as evidenced by the manufacturer's published literature.
- **2. CONTRACT PERIOD:** The contract period shall be from Date of Award to **August 31, 2008**. The State reserves the sole right to extend this contract for a period of up to the full original contract term or parts thereof.
- **3. QUANTITY:** These are estimated quantities only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state agency.
- **4. MANDATORY EXTENSION TO STATE ENTITIES**: Bidders are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations. When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.
- **5. SPECIAL REQUIREMENTS:** Bidders must have been an authorized licensed heavy-duty truck dealer for a minimum of one (1) year and shall be responsible to provide certified warranty repairs to the complete unit including the cab and chassis if required. Dealers should have at least \$200,000.00 of respective parts on hand, which are commonly used.

Bidders shall complete and submit the DETAILED SPECIFICATION SHEETS with the bid return. Failure to comply shall result in a non-responsive bid.

The end product manufacturer shall issue a complete vehicle sticker after rating the axles, suspension, wheel rims, tires and establishing a GAWR that is not greater than the minimum rating of the four components.

All bidders must supply a separate list of parts critical to the operation of the equipment specified in this bid. Estimates of parts needed by the State shall be on a one- (1) year basis, two- (2) year basis and five- (5) year basis. (These parts will be purchased from established State of Connecticut contracts).

Bidders should also indicate on their bid the names and telephone numbers of responsible persons who may be contacted by the State should an emergency occur regarding critical parts.

The equipment shall conform in strength, quality of material and workmanship to what is usually provided by good engineering practice and any added allied equipment shall be installed in such a manner so as not to adversely affect the original equipment manufacturer's product.

6. BRAND NAME SPECIFICATION LANGUAGE: Brand names or Catalogs referenced or implied in the specifications of this bid are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality

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of the specifications listed for each item. Bidders must submit complete documentation on the specifications and quality levels of the proposed products. Bids submitted that do not contain this documentation are subject to rejection.

7. BID PRICES: Bidder shall insert the net prices for the items listed in the bid proposal with all transportation charges fully prepaid by the contractor FOB Destination. Prices quoted other than FOB Destination are subject to rejection. Bidders may bid on any or all item options listed.

Optional equipment will be listed as individual line items on the Proposal Schedule. Bidders must indicate the individual price per unit for each of the options listed on the Proposal Schedule. If an option is not available, bidder must indicate that on the Proposal Schedule. <u>CONNDOT RESERVES THE RIGHT</u> TO PURCHASE ANY COMBINATION OF OPTIONS.

- **8. PRICE PROTECTION:** Bidders must seek price protection from the equipment manufacturer. Price protection will aid in the event that a production model year change takes place prior to the awarding of the contract or issuance of a purchase order against the contract.
- **9. PRICE ADJUSTMENTS:** Prices must remain firm for the first year of the contract period. After the first year of the contract period, the awarded contractor(s) may file for a price adjustment consistent with and relative to price changes originating with the manufacturer and/or the market trends on an annual basis. The new pricing medium must be sent with the request for adjustment. Requests for such an adjustment must be fully and properly documented and, if approved, shall be firm for until the next annual anniversary date of the contract. The State reserves the rights to reject any requested price adjustments if the best interests of the State will be served.

To request a price adjustment, the contractor(s) must submit a formal request to the Department of Administrative Services/Procurement Services, Box 150414, Hartford, CT 06115-0414, within thirty (30) days of the annual anniversary date of the contract. If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by any State agency prior to the effective date will be honored by the Contractor at the price in effect at the time off the issuance of the purchase order.

- **10. PRICE DECREASES:** The awarded contractor is required to pass along any price decreases to the State. Any price decrease is to be immediate. Failure to notify the State of a decrease may result in cancellation of the contract. Price decreases must be sent to the Department of Administrative Services, 165 Capitol Avenue, Hartford, Connecticut 06106 with a copy to Ms. Janice Snyder, Department of Transportation, P.O. Box 317546, Newington, Connecticut 06131-7546.
- **11. SAFETY:** The complete equipment must comply with all applicable Federal and State motor vehicle, O.S.H.A. and ICC regulations and safety standards and codes and any other applicable regulations in force at the time of delivery. All applicable guards, warning, and warning labels required by law and ConnDOT's preference must be also be complied with accordingly.
- **12. DEMONSTRATION:** The State reserves the right to request a demonstration or make an inspection of the brand of equipment with a similar configuration being offered prior to the contract award. The

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demonstration shall be held within five (5) calendar days of the state's request and shall be held in the State of Connecticut. or at a site approved by ConnDOT and will be provided by the Contractor at no cost to the State.

- **13. BASIS OF AWARD:** The State reserves the right to award this 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 contractor's geographic location to adequately service the entire State in the best possible manner.
 - c. As a multiple award
- **14. MULTIPLE CRITERIA BID:** This bid has been designated as a "Multiple Criteria Bid" in accordance with Connecticut General Statutes Section 4a-59(a)(2) and will be evaluated as such by DAS/Procurement Services.

The award will be made to the most responsible bidder(s) who best meet the evaluation criteria listed. The following information, in addition to the requirements, terms and conditions identified throughout this Specifications Document, will be considered as part of the Selection process and are listed in order of relevant importance:

- a. Base price plus a random sampling of options listed
- b. Compliance with specifications (excluding warranty and training)
- c. Warranty Requirements (in accordance with "Warranty" specifications contained herein bid package complete per specification)
- d. Delivery of equipment to met ConnDOT operating needs
- e. Training requirements (in accordance with "Training" specifications" contained herein)
- **15. DELIVERY & INSPECTION:** All material/equipment are subject to inspection and test by the State. In the event that any material/equipment are defective in material or workmanship or otherwise not in conformity with the requirements of the contract, the State shall have the right to either reject it or to require its correction.

Bidders are cautioned to state the **best factual delivery date** possible on the proposal schedule.

The successful bidder shall deliver the equipment complete, serviced and ready to operate. Delivery will be to the location noted on the purchase order between 9:00 am and 3:00 p.m., Monday through Friday.

Awarded vendor will be responsible for providing forty-eight (48) hours notice and coordinating delivery arrangements with the Department of Transportation by contacting the Equipment Operations Section at (860) 594-2641.

16. PRODUCTION INSPECTION: ConnDOT reserves the right to inspect the cab/chassis and body offered in this bid during the production stages at the factory or body builder's location. The first inspection shall be the prototype stage. If the prototype truck or allied equipment is found to be

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unsatisfactory, ConnDOT will require that necessary changes be made prior to acceptance of the remaining units on order.

- **17. MANUALS:** One (1) operator's manual for the cab and chassis and allied equipment for each unit shall be supplied with each truck purchased and one (1) additional set of manuals for the Equipment Operations Section, Further requirements for specialized or additional manuals can be found in the Options section of this bid.
- **18. WARRANTY SERVICE:** The awarded contractor is to provide efficient, clean and courteous service to the State. The contractor will utilize their own equipment and personnel to provide all warranty services as required and approved by the State. Service is to be provided in areas designated, scheduled and approved by the State.

It will be at the discretion of the ConnDOT Equipment Repair Manager where warranty work on the equipment will be provided. Any work performed at a DOT facility is to be performed between the hours of 8:00 am to 3:30 p.m., Monday through Friday, excluding holidays.

All warranty work shall have full, no cost, and 100% parts and labor coverage. It shall be as required herein or standard normally offered, if greater. A manufacturer's authorized representative within the state of Connecticut shall perform the warranty work.

The Connecticut Department of Transportation reserves the right to have the warranty work performed at either the assigned location of the equipment <u>or</u> a manufacturer's authorized dealership whichever is deemed to be in the best interest of the State. All warranties and guaranties shall begin at the time when the equipment is placed into service. ConnDOT will notify the awarded contractor when each piece of equipment is placed into service.

The manufacturer of the <u>cab/chassis</u> and <u>body builder</u> must furnish a minimum three (3) year/150,000 miles bumper to bumper warranty with towing.

Body: Five (5) years structural

Five (5) years paint

An official warranty statement or information booklet stipulating the warranty terms offered <u>OR</u> any deviations must accompany the bid at the time of the bid opening and be endorsed by the manufacturer.

- **19. EXTENDED WARRANTY:** IF APPLICABLE, the contractor will provide detailed explanation, prices and time periods of extended warranty packages offered and return with the bid.
- **20. BROCHURES with DETAILED SPECIFICATIONS:** Bidders must supply two (2) complete sets of detailed brochures for the vehicles and all allied equipment they offer in their bid with the bid return.
- **21. PURCHASE ORDER** / **INVOICING OTHER:** In the case of purchase orders being issued by a party other than the ConnDOT or invoicing issues occur, follow the directions on the purchase order, or if no specific directions are provided, contact the person referenced on the order.

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22. PURCHASE ORDERS - ConnDOT: All questions pertaining to purchase orders issued by ConnDOT may be directed to the Department of Transportation's Processing Unit at (860) 594-2337.

The state agency or municipality on an individual basis may issue purchase Orders. All questions pertaining to purchase order issues should be directed to the appropriate state agency or municipality listed on the purchasing document.

23. INVOICING ConnDOT: Payment and invoicing inquiries relative to Department of Transportation issued purchase orders must be directed to Accounts Payable Unit at (860) 594-2305. The vendor shall invoice the State promptly after delivery. All ConnDOT billing MUST BE FORWARDED DIRECTLY TO ACCOUNTS PAYABLE AT:

State of Connecticut - Department of Transportation P.O. Box 317546 Newington, Connecticut 06131-7546

Attention: Accounts Payable - SW1A

INVOICES FORWARDED TO ANY ADDRESS OTHER THAN NOTED ABOVE MAY NOT BE PROCESSED FOR PAYMENT. All billing must contain the vendor federal identification number (FEIN), State of Connecticut Purchase Order Number and the Company Invoice Number.

24. CERTIFICATE OF ORIGIN: The awarded vendor shall furnish a certificate of origin to the State of Connecticut. The certificate of origin shall be mailed or delivered to the State of Connecticut, Department of Transportation, 2800 Berlin Turnpike, Room 4104 Newington, CT. Attention of: Equipment Operations Section, along with the original invoice for payment once the truck is delivered. All information on the certificate shall be completed accurately and match serial numbers, model of the equipment delivered. **Failure to provide the proper certificate of origin will result in the delay of payment.**

The Certificate of Origin will be completed as follows:

Name of Purchaser: State of Connecticut, Department of Transportation Address: 2800 Berlin Turnpike, Newington, CT 06131-7546

Odometer Reading: To be completed by the Dealer –

Signature: Of authorized representative transferring ownership to the State of Connecticut

- **25. VEHICLE** (**Equipment**) **BUILDER'S REPORT:** When the order for the equipment is placed with the manufacturer, a copy of the vehicle (equipment) builder's report shall be furnished and forwarded the requesting agency. Forward to ConnDOT, to the attention of Mr. Richard Baron, Equipment Repair Manager, State of Connecticut, Department of Transportation, 2800 Berlin Turnpike, P.O. Box 317546, Newington, Connecticut, 06131-7546.
- **26. TRAINING ConnDOT:** The successful bidder shall supply competent representatives to provide a minimum of Two (2) hours training per vehicle purchased; or a video tape training series on diagnostics of the power train, electrical systems, drive line, and ALL allied equipment installed on the vehicle. The

DRY FREIGHT VANS

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training shall be conducted in the confines of the State of Connecticut during normal working hours. The purchaser shall notify the bidder as to the location of the training.

The awarded contractor must submit lesson plans on the intended training for the equipment bid for ConnDOT approval **BEFORE** a purchase order is issued.

- **27. OMISSION OF DETAILS:** No advantage shall be taken by the manufacturer or dealer in the omission of any part or detail to make the equipment complete and ready for service, even though such part of the detail is not mentioned explicitly in the specifications. All units or parts not specified shall be the manufacturer's standard unit and shall conform to the highest standards in the industry.
- **28. STANDARDIZATION of EQUIPMENT:** It is expected that all equipment delivered under the contract resulting from these specifications will be built with identical and interchangeable part and components. If any substitutions or changes are made for such reasons as production or improvement of product, the Department of Transportation must approve said substitutions or changes. A separate line setting ticket (specification sheet) for each serial numbered vehicle shall be furnished upon delivery if available. If not, a specification conformation sheet will suffice as long as individual information respective to individual serialized trucks could be obtained upon request.
- **29. 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: DAS, Procurement Services, 165 Capitol Avenue, Box #150414, Hartford, Connecticut 06115-0414
- **30. REPORTING REQUIREMENTS:** The awarded contractors are required to furnish the Department of Administrative Services with a summary of the total purchases 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 in so far as they pertain to the Contract. Such audits will be conducted by the Sate or a representative appointed by the State. Said boos and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

- **31. AFFIDAVITS:** The awarded contractor(s) will be required to *annually* submit updated affidavits.
- **32. 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 copies should be printed double sided
 - ➤ All bids and copies should be printed on recycled paper with a minimum post-consumer content of 30% on tree-free paper

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- ➤ 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 recyclable materials.
- ➤ In addition to the use of recycled content paper, Contracts are encouraged to use other products that contain recycled content in their bid.
- **33. 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 opening 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: theresa.anderson@ct.gov - place bid number **06psx0070** 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 www.das.state.ct.us Contractors must download a copy of the addendum from the website..

- **34. 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 with authorize the 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 a 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" form the attorney attesting to the authority of this company to enter into the transaction and the officer's ability to bind the company.
- 35. Secretary of State Office's Registration: Prior to the award of any contract, Businesses should have a *certificate of existence* for those incorporated in Connecticut (domestic corporations) or a

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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, shall file an annual report with the Secretary of the State. The following types of businesses are required to 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 these filing requirements may be directed to the Connecticut Secretary of State's Office at (860) 509-6002.

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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

06PSX0070

Number:

Theresa Anderson Contract Specialist

(860) 713-5063 *Telephone Number*

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

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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,

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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

06PSX0070

Number:

Theresa Anderson Contract Specialist

(860) 713-5063 *Telephone Number*

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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.

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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.

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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

06PSX0070

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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.

BIDDER'S CHECKLIST SP-20 REV. 12/05

STATE OF CONNECTICUT

BIDDER'S CHECKLIST

Bid Number: 06PSX0070

READ CAREFULLY

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

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

BID PROPOSAL SP-26 Rev. 11/97

Theresa AndersonContract Specialist

(860) 713-5063

Telephone Number

BID NO:

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO BOX 150414
HARTFORD, CT 06115-0414

BID DUE DATE:

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BID DUE TIME:

BID NO.

BID SURETY:

06PSX0070

Read & Complete Carefully

DATE ISSUED:

06PSX0070	21 March 2006	2:00 PM Easte	ern Time	\$0.00	1 March 2006
DESCRIPTION: Purchase Dry Freight Cube Van, 19,500 GVWR					
FOR: Department of Transportation 2800 Berlin Turnpike, PO Box 317546, Newington, CT and All Using State Agencies and Political Subdivisions TERM OF CONTRACT: Date of Award to August 31, 2008 with option to extend					
Agency Reg			equisition Number(s): 000200	10	
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.					
NOT	TE: Bidder means Individua	l/Sole Proprieto	r, Partners	ship or Corporation name	è.
	ges of this form, Sections 7 Failure to submit all page	es of this form c	onstitutes	grounds for rejection of	
	Section	1 of 4 - BIDDER	INFORMAT	ION	
COMPLETE BIDDER LEGAL	BUSINESS NAME			Taxpayer ID # (T	IN): SSN FEIN
				WRITE/TYPE SSN	N/FEIN NUMBER ABOVE
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)					
	BUSINESS ENTITY: CORPORATION LLC CORPORATION LLC PARTNERSHIP LLC SINGLE MEMBER ENTITY Non-Profit Partnership Individual/Sole Proprietorship				
	LE PROPRIETOR, INDIVIDUAL'S				SS 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 DET		EGG WOLLDBOWIDE	TO THE ST	ATES (ENTED LETTED EDOM	(ABOVE)
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)					
	IS A <i>Partnership</i> , you must				YOUR BID SUBMISSION.
	IS A <i>Corporation</i> , in which				T
WRITTEN SIGNATURE OF PI	ERSON AUTHORIZED TO SIGN I	BIDS ON BEHALF (OF THE ABO	VE NAMED BIDDER ← SIGN HER	DATE EXECUTED
TYPE OR PRINT NAME OF A	TYPE OR PRINT NAME OF AUTHORIZED PERSON TITLE OF AUTHORIZED PERSON				
Is Your Business Curre	NTLY A DAS CERTIFIED SMAI	LL BUSINESS ENT	ERPRISE?	YES (ATTACH COPY OF CI	ERTIFICATE) NO
IF YOU ARE A STATE EMPL	OYEE, INDICATE YOUR POSITI	ON,			
AGENCY & AGENCY ADDR	ESS.				

BID PROPOSAL SP-26 Rev. 11/97

Theresa AndersonContract 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 2 of 3

BID NO. **06PSX0070**

Read & Complete Carefully

	Section	1 of 4 - Bidder 1	INFORMATION (CONTIN	UED)		
BIDDER ADDRESS	STREET		(Сітү	STATE	ZIP CODE
BIDDER E-MAIL ADDRESS	Add Additional E	Business Address & C	ontact information on back of the BIDDER WEB SITE	his form.		
BIDDER E-MAIL ADDRESS			BIDDER WEB SITE			
REMITTANCE INFORMATIO	W. DIDLOTTE DEL OUTTU	DELUZZANCE AD	DDEGG OF VOLD BUGDIEG	та Паме	AG DIDDED AF	D D D D D D D D D D D D D D D D D D D
	<i>INDICATE BELOW THE</i> Street	L KEMII IANCE AD	CITY	55 SAME A		ZIP CODE
CONTRACT INTO DATE ON	Name (managed by					
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 PI	ERSON AUTHORIZED TO	SIGN BIDS ON BE	HALF OF THE ABOVE NA	AMED BIDDE	R	DATE EXECUTED
			← SIGN H	HERE		
TYPE OR PRINT NAME OF A	AUTHORIZED PERSON			TITLE OF AU	THORIZED PE	RSON
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? YES (ATTACH CERTIFICATE COPY TO BID) NO						
IF YOU ARE A <i>STATE EMPL</i> AGENCY & AGENCY ADDR		Position,				
FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)						
E-MAIL USPS MAIL E			S MAIL EDI			
If EDI was selected, give	us a person to contact	in your compan	y to set up EDI:			
NAME:						
E-MAIL ADDRESS:						
TELEPHONE NUMBER:						
For Request For Quot.	ATION (RFQ) DISTRIB	UTION: 1) CHECK		NPUT E-MAIL		
E-mail			FAX		USPS	S MAIL

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

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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. 06PSX0070

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 acting with the State of Connecticut or the Federal

Government.	onces of debarment and/or suspension from contracting with the	State of Connecticut of the Federal
GOVERNMENT.	☐ YES ☐ NO	
Č	d declares that neither the bidder and/or any company official nor a ces of debarment and/or suspension from contracting with other state \(\Boxed{\sqrt{YES}} \Boxed{\sqrt{NO}} \)	•
2 1	any official or any subcontractor to the bidder and/or any company of ing with the State of Connecticut, other states within the United State 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.

GIFT AFFIDAVIT FORM 1A Rev. 12/05

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

BID or PROPOSAL NO. **06PSX0070**

vans

Theresa Anderson Contract Specialist (860) 713-5063 Telephone Number

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						
myself nor any principals or key personnel of the submitting firm or corporation who participated directly,						
extensively and substantial	extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as					
defined in Conn. Gen. Stat	defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to					
(1) any public official or st	ate employee of the sta	ate agency or quasi-	-public agency soliciting	g the bids or		
proposals who participated	directly, extensively,	and substantially in	the preparation of the b	id solicitation or		
preparation of request for p	proposal or (2) to any p	oublic official or sta	te employee who has su	pervisory or		
appointing authority over t	he state agency or qua	si-public agency so	liciting the bid or propos	sal, except the gifts		
listed below:						
Name of Benefactor	Name of recipient	Gift Desc	ription <u>Value</u>	Date of Gift		
Further, neither I no participated directly, exten to circumvent this gift affice	sively and substantiall	-	ubmitting firm or corpor of this bid or proposal k			
Sworn as true to the best of	f my knowledge and b	elief, subject to the	penalties of false statem	ent.		
Signature		I	Date			
Sworn and subscribed before	ore me on this	day of	, 200			
	Com	missioner of the Superi	or Court			

Notary Public

CAMPAIGN CONTRIBUTION AFFIDAVIT FORM 2A Rev. 12/05

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

BID or PROPOSAL NO. **06PSX0070**

vans

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 Contributor Recipient Amount/Value Contribution Description 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

RECEIPT ACKNOWLEDGEMENT OF STATE ETHICS LAW SUMMARY

FORM 6A Rev. 1/06

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

BID NO. 06PSX0070 vans

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 Numb	er

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

Theresa Anderson Contract Specialist

(860) 713-5063 Telephone Number

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Policies and Guidelines Page 2 of 4

BID NO. 06PSX0070 vans

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 quasi-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. 06PSX0070 vans

Policies and Guidelines Page 3 of 4

Contract Specialist (860) 713-5063 Telephone Number

Theresa Anderson

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. 06PSX0070 vans

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, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, 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.

BIDDER QUALIFICATIONS SP-14 new 11/97

STATE OF CONNECTICUT BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number: 06PSX0070

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:				
Nun	MBER OF YEARS COMPANY HAS BE	EN ENGAGED IN BUSINESS UN	NDER THIS NAME:	YEARS
ACTUALLY PER	AWARDS TO YOUR COMPANY BY FORMED SERVICE AGAINS AME AND TELEPHONE NUMBER OF	ST. INDICATE WHICH STA	TE AGENCY, AND PROVIDE	E CONTRACT NAME AND
CONTRACT NO.	CONTRACT NAME	STATE AGENCY	PURCHASING AGENT	TEL. No.
	T AWARDS TO YOUR COMPANY B' CY, AND PROVIDE CONTRACT NAI NG THE CONTRACT.			
CONTRACT NO.	CONTRACT NAME	STATE AGENCY	PURCHASING AGENT	Tel. No.
LIST OTHER NAMES Y	OUR COMPANY GOES BY:			
LIST PREVIOUS COMP	PANY NAME (S)			
	EE COMPLETED PROJECTS SIMILAR TO PERFORM THE REQUIRED SERV		TATION FOR BIDS WHIC	CH DEMONSTRATES YOUR
<u>C</u>	Company Name and Address	<u>Tele</u>	phone No.: Doll	ar Value:
2				
3.				

BIDDER QUALIFICATIONS SP-14 new 11/97

STATE OF CONNECTICUT

Bid Number: 06PSX0070

Page 2 of 2

BIDDER'S STATEMENT OF 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 SEC	CRETARY OF STATE? YES NO
	REGISTRATION D	OATE, IF AVAILABLE:	
	ULD YOUR COMPANY PROVIDE NECTICUT SECRETARY OF ST		TIFICATE YES NO
LIST OF EQUIPM	ENT TO BE USED FOR TH	HIS SERVICE (INCLUDE MO	DDEL, YEAR & MANUFACTURER):
	MODEL	YEAR	MANUFACTURER
		(Attach additional sheets if no	ecessary)
LIST ANY RELEVAN	NT CERTIFICATIONS, LICENSES	S, REGISTRATIONS, ETC. WHI OF THIS BID.	CH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS
		OF THIS BID.	
	AL CONVICTIONS AGAINST DIRECTORS, PARTNERS, LL		IY OF YOUR COMPANY'S OFFICERS, PRINCIPAL
		(Attach additional sheets if no	ecessary)
MADE REGARDING PARTNERS, LLC M DEMANDS, INVES INCLUDE A LISTII AGENCY SUCH AS	G YOUR COMPANY OR ALMEMBERS OR LLC MANAC TIGATIONS AND LEGAL, NG OF OSHA VIOLATIONS THE DEPARTMENT OF CO	NY OF YOUR COMPANY'S GERS. THIS WOULD INCL ADMINISTRATIVE OR AR S AND ANY ACTIONS OR ONSUMER PROTECTION, T	HE STATE OR DETERMINATIONS THAT THE STATE HAS SOFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, UDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS, BITRATION PROCEEDINGS PENDING IN ANY FORUM. ORDERS PENDING OR RESOLVED WITH ANY STATE THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUCH INFORMATION SHOULD BE FOR THE LAST THREE
		(Attach additional sheets if no	ecessary)
I HEREBY CERTIF TRUE.	Y UNDER PENALTY OF FA	ALSE STATEMENT THAT .	ALL THE INFORMATION SUPPLIED IS COMPLETE AND
	SIGNATURE		DATE
	TITLE		-

OSHA COMPLIANCE SP-12 NEW 11/97

STATE OF CONNECTICUT

Bid Number: 06PSX0070

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.

Γhe			_ HAS / HAS NOT
	Company Name		(Cross out Non-applicable)
OSHA) or of any standard, the bid, provided such viole Health Act of 1970, and not appeal to the appropriate agnore criminal convictions re-	order or regulation promulgations were cited in accordated abated within the time fixed ency of court having jurisdicted to the injury or death of	tted pursuant to such act, du nce with the provisions of by the citation and such citation or HAS / HAS NOT (C	Occupational Safety and Health Aduring the three year period preceding any State Occupational Safety and ation has not been set aside following Cross out Non-applicable) received one of year period preceding the bid.
The list of violations (if app	licable) is attached.		
	(Name of Firm, C	Organization or Corporation	<i>ı</i>)
Signed:			
ě	Written Signature:		
	Name Typed:	(Co	rporation Seal)
Title:	(Title of .	Above Person, typed)	
Dated:			
tate of)		
County of) s	s: A.D	., 20
worn to and personally app	peared before me for the above		rganization, Corporation)
signer and Sealer of the fore	egoing instrument of and ackn		
		, and his/her free act and de	eed as
Name of Person appearing	in front of Notary or Clerk)		
Title of Person appearing i	n front of Notary or Clerk)	_·	
My Commission Expires:	-	(Notary Public)	(Seal)

EMPLOYMENT INFORMATION FORM (DAS-45)

Company Name

STATE OF CONNECTICUT

Phone Number

REV 2/98

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

Contact Person

06PSX0070

Date

Street Address												
City												
State												
Report all per	manent full-time or part	t-time emplo	vees, includi	ng apprenti	ce and on-the	-iob trainee	es. Enter the	number on	all lines and	in all colum	ıns.	
JOB CATEGORY	A B			TE BLACK ISPANIC (NOT OF HISPANIC		D HISPANIC			E		F	
	OVERALL TOTALS (Sum of all columns, A-F	WHITE (NOT OF HISPANIC ORIGIN)						ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE		
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Officials/Managers												
Professionals											<u> </u>	
Technicians												
Sales Workers												
Office/Clerical												
Craft Workers (Skilled)												
Operatives(Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
TOTALS ABOVE												
	inesses as subcontractors		Explain:									
If CT based, do you post	all employment openings		Explain:									
	ployment Service? Y											
Do you use an Affirmati	ve Action Plan?	es No	Explain:									
Describe your recruitment	nt, hiring, training and pro	omotion anti-	liscrimination	n practices.								

PROPOSAL SCHEDULE SP-16 NEW. 11/97

STATE OF CONNECTICUT

PROCUREMENT SERVICES

BID NO 06PSX0070

Theresa Anderson

Contract Specialist

(860) 713-5063

Telephone Number

PROPOSAL SCHEDULE

for Bid 06PSX0070

<u>IMPORTANT!</u> RETURN ORIGINAL AND ONE COPY

TERMS: CASH DISCOUNT:

%

Days

Payment terms are Net 45 days. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB state agency.

Page 1 of 1

BIDDER NAME: SSN OR FEIN #:

Item #	Description of Commodity and/or Services	Model Year	Quant	Unit of Measure	Unit Price	Total Price
1	VANS, 19,500 lb. GVWR Cab over dry freight vans of latest manufacture and in production at the time of order in strict accordance with the detailed specifications contained herein	2005/06	3	Each	\$	\$
	Manufacturer:					
	Model: MY:					
	Delivery Days:					
	Warranty:					

 $\textbf{OPTIONS} \text{ -} \text{ Bidder must indicate price adjustment per unit for each of the following options should they be ordered. If any of the options are not available, the bidder must indicate N/A or no bid \\$

Item #	Description of Commodity and/or Services		Unit	Unit Price
1a.	14' dry freight body in lieu of body specified meeting minimum specifications contained herein		Each	\$
1b.	Rail Type Liftgate such as a Tommy Gate Model 89-16a, 1600 lb. capacity, 89" x 60", with remote hand held toggle switch control and 15' of coil cord or an approved equal. (this lift gate option is in lieu of ramp specified, but with an ICC approved bumper), Stop and tail lights with license plate marker light LED style	Manufacturer: Model:	Each	\$
1c.	D-Ring recessed cargo tie downs priced (2) each location as subject to ConnDOT prior to production	Two (2) per location: Yes No	Each	\$
1d.	Truck Manufacturer's extended warranties listed by price sheet, warranty duration period and mileage and exclusions (use attachment if necessary)	Terms:duration Terms: months/miles Exclusions:	Each	\$
1e.	Truck manufacturer's standard color in lieu of Omaha Orange	Color:	Each	\$
1f.	E-Track in the floor 30" from each side of the body subject to ConnDOT approval prior to production		Each	\$
1g.	Additional items not listed above purchased at a discount off current manufacturer's price list	Discount:		%

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