



REQUEST FOR PROPOSAL

SNOW / ICE REMOVAL

RFP No.: TRCC-20-RFP01-REBID

Issued: August 12, 2019

RFP response is due no later than: Monday, August 26, 2019 – 1:00 PM

Questions due no later than: Wednesday, August 21, 2019 – 12:00 PM

Questions, Answers and Addendums shall be posted to the DAS Portal no later than: Thursday, August 22, 2019 – 12:00 PM

RFP Response Opening Date: Monday, August 26, 2019 – 1:30 PM

Mandatory walkthrough: Monday, August 19, 2019 – 10:00 AM

If you attended the walkthrough on July 23, 2019, you are exempt from having to attend the walkthrough for the re-bid.

Proposer's Name

Issued by:
James Kelly
Purchasing Officer
574 New London Turnpike
Norwich, CT 06360
Phone: (860) 215-9258
Fax: (860) 215-9918
E-mail: jkelly@threerivers.edu (CC all correspondence to vsmith@threerivers.edu)

THREE RIVERS COMMUNITY COLLEGE PROPOSER'S CHECKLIST

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

- The Proposal is signed by a duly authorized representative of the company. Unsigned proposals may be rejected.
- The Price Schedule you have offered has been reviewed and verified.
- The payment terms are Net 45 Days. Net terms for periods less than 45 days (Ex. Net 30) may result in proposal rejection. (You may offer cash discounts for prompt payment)
 - Exception: State of CT SBE/MBE proposal payment terms shall be in accordance with CGS 4a-60j.

FORMS THAT NEED TO BE INCLUDED WITH PROPOSAL

- Any addenda to the proposal have been signed and included.
- Any technical or descriptive literature, drawing, or proposal samples that are required have been included with the proposal.
- State of Connecticut Vendor Form
- State of Connecticut Statement of Qualifications
- Bidder Contract Compliance Monitoring Report – must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated.
- OPM Ethics Form 5 (only if proposal is greater than or equal to \$50,000 per year)
- W9
- Nondiscrimination Certification Form C (if proposal is greater than \$50,000 per year); or
- Nondiscrimination Certification Form B (if proposal is less than \$50,000 per year); or
- Nondiscrimination Certification Form A (for individuals).
- Proof of current certification as a State of Connecticut Small Business Enterprise (SBE) or Minority Business Enterprise (MBE), if applicable.

STATE OF CONNECTICUT - AGENCY VENDOR FORM

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

READ & COMPLETE CAREFULLY

SP-26NB-IPDF Rev. 4/10

| | | | |
|---|--|---|------------------------|
| COMPLETE VENDOR LEGAL BUSINESS NAME | | Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN | |
| WRITE/TYPE SSN/FEIN NUMBER ABOVE | | | |
| BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE) | | | |
| BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> GOVERNMENT | | | |
| NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE. | | | |
| BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) | | | |
| E. OTHER (DESCRIBE IN DETAIL) | | | |
| UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) → | | | |
| UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) → | | | |
| NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION. | | | |
| NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED? | | | |
| VENDOR ADDRESS | | STREET | |
| | | CITY | |
| | | STATE | |
| | | ZIP CODE | |
| Add Additional Business Address & Contact information on back of this form. | | | |
| VENDOR E-MAIL ADDRESS | | VENDOR WEB SITE | |
| REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE. | | | |
| REMIT ADDRESS | | STREET | |
| | | CITY | |
| | | STATE | |
| | | ZIP CODE | |
| CONTACT INFORMATION: NAME (TYPE OR PRINT) | | | |
| 1 ST BUSINESS PHONE: | | Ext. # | HOME PHONE: |
| 2 ND BUSINESS PHONE: | | Ext. #D | 1 ST PAGER: |
| CELLULAR: | | 2 ND PAGER: | |
| 1 ST FAX NUMBER:D | | TOLL FREE PHONE: | |
| 2 ND FAX NUMBER:D | | TELEX: | |
| WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR | | | DATE EXECUTED |
| SIGN HERE | | | |
| TYPE OR PRINT NAME OF AUTHORIZED PERSON | | TITLE OF AUTHORIZED PERSON | |
| IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO | | | |
| IS YOUR BUSINESS CURRENTLY A CT DOT CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE)? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS | | | |
| PURCHASE ORDER DISTRIBUTION: (E-MAIL ADDRESS OR FAX NUMBER) | | | |
| NOTE: THE E-MAIL ADDRESS/FAX INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS. | | | |
| ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED | | | |

PROPOSER DEBARMENT AND/OR SUSPENSION

Has the proposer, any company official, or any subcontractor to the proposer, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

YES NO

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

YES NO

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

Number of notices attached _____

OTHER INFORMATION

Refer to "Guidance for Vendor Authorizations" at:

<http://das.ct.gov/Purchase/Info/DAS%2028.pdf>

Refer to "Guide to the Code of Ethics for Current or Potential State Contractors" at:

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf

STATEMENT OF QUALIFICATIONS

DAS-14

Rev. 5/4/18 Prev. Rev. 1/12

**STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEMENT OF QUALIFICATIONS**

THIS FORM WILL BE USED IN ASSESSING QUALIFICATIONS. ATTACH ADDITIONAL SHEETS IF NECESSARY.

1. COMPANY INFORMATION:

COMPANY NAME: _____

COMPANY ADDRESS: _____

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

LIST OTHER NAMES YOUR COMPANY DOES BUSINESS AS (dba): _____

LIST PREVIOUS COMPANY NAME (S): _____

2. COMPANY REFERENCES:

LIST THREE (3) CONTRACTS SIMILAR IN NATURE TO THIS SOLICITATION WHICH DEMONSTRATES YOUR COMPANIES ABILITY TO PERFORM THE REQUIRED SERVICES; MUST BE WITHIN THE LAST THREE (3) YEARS THAT YOU ACTUALLY PERFORMED SERVICE.

(DO NOT INCLUDE CONTRACTS ADMINISTERED BY DAS IN THIS LIST OF REFERENCES.)

1. COMPANY NAME: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT ANNUAL VALUE: _____

CONTACT NAME: _____

TELEPHONE: _____ EMAIL: _____

CONTRACT DESCRIPTION: _____

2. COMPANY NAME: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT ANNUAL VALUE: _____

CONTACT NAME: _____

TELEPHONE: _____ EMAIL: _____

CONTRACT DESCRIPTION: _____

STATEMENT OF QUALIFICATIONS

DAS-14

Rev. 5/4/18 Prev. Rev. 1/12

**STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEMENT OF QUALIFICATIONS**

3. COMPANY NAME: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT ANNUAL VALUE: _____

CONTACT NAME: _____

TELEPHONE: _____ EMAIL: _____

CONTRACT DESCRIPTION: _____

3. COMPANY VALUE:

EQUIPMENT ASSETS: _____ TOTAL ASSETS: _____

4. COMPANY EQUIPMENT:

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE, IF APPLICABLE (ATTACHED ADDITIONAL SHEETS IF NECESSARY):
(i.e. MODEL, YEAR & MANUFACTURER AND/OR AS SPECIFIED IN SOLICITATION DOCUMENTS, IF APPLICABLE).

5. COMPANY CERTIFICATIONS, LICENSES AND REGISTRATIONS:

LIST ANY RELEVANT CERTIFICATIONS, LICENSES AND REGISTRATIONS ETC. THAT QUALIFIES YOUR COMPANY TO MEET THE
REQUIREMENTS OF THIS SOLICITATION, IF APPLICABLE.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions of solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s □□good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

| | |
|---|---|
| <p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p> | <p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p> |
|---|---|

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

| | |
|---|---|
| Company Name Street Address City & State Chief Executive | Bidder Federal Employer Identification Number _____ Or Social Security Number _____ |
| Major Business Activity (brief description) | Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__ |
| Bidder Parent Company (If any) | - Bidder is certified as above by State of CT Yes__ No__ |
| Other Locations in Ct. (If any) | |

PART II - Bidder Nondiscrimination Policies and Procedures

| | |
|---|--|
| 1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? <p style="text-align: right;">Yes__ No__</p> | 7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? <p style="text-align: right;">Yes__ No__</p> |
| 2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? <p style="text-align: right;">Yes__ No__</p> | 8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? <p style="text-align: right;">Yes__ No__</p> |
| 3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__ | 9. Does your company have a mandatory retirement age for all employees? <p style="text-align: right;">Yes__ No__</p> |
| 4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__ | 10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? <p style="text-align: right;">Yes__ No__ NA__</p> |
| 5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__ | 11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? <p style="text-align: right;">Yes__ No__ NA__</p> |
| 6. Does your company have a collective bargaining agreement with workers? <p style="text-align: right;">Yes__ No__</p> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ | 12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. |
| 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? <p style="text-align: right;">Yes__ No__</p> | 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____ |

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

| JOB CATEGORY * | OVERALL TOTALS | WHITE (not of Hispanic origin) | | BLACK (not of Hispanic origin) | | HISPANIC | | ASIAN or PACIFIC ISLANDER | | AMERICAN INDIAN or ALASKAN NATIVE | |
|---|----------------|--------------------------------|--------|--------------------------------|--------|----------|--------|---------------------------|--------|-----------------------------------|--------|
| | | Male | Female | Male | Female | Male | Female | Male | Female | male | female |
| Management | | | | | | | | | | | |
| Business & Financial Ops | | | | | | | | | | | |
| Marketing & Sales | | | | | | | | | | | |
| Legal Occupations | | | | | | | | | | | |
| Computer Specialists | | | | | | | | | | | |
| Architecture/Engineering | | | | | | | | | | | |
| Office & Admin Support | | | | | | | | | | | |
| Bldg/ Grounds Cleaning/Maintenance | | | | | | | | | | | |
| Construction & Extraction | | | | | | | | | | | |
| Installation , Maintenance & Repair | | | | | | | | | | | |
| Material Moving Workers | | | | | | | | | | | |
| Production Occupations | | | | | | | | | | | |
| TOTALS ABOVE | | | | | | | | | | | |
| Total One Year Ago | | | | | | | | | | | |
| FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE) | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | |
| Trainees | | | | | | | | | | | |

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

| 1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used) | | | | 2. Check (X) any of the below listed requirements that you use as a hiring qualification (X) | | 3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination |
|--|-----|----|------------------------------------|---|-----------------------------------|--|
| SOURCE | YES | NO | % of applicants provided by source | | | |
| State Employment Service | | | | | Work Experience | |
| Private Employment Agencies | | | | | Ability to Speak or Write English | |
| Schools and Colleges | | | | | Written Tests | |
| Newspaper Advertisement | | | | | High School Diploma | |
| Walk Ins | | | | | College Degree | |
| Present Employees | | | | | Union Membership | |
| Labor Organizations | | | | | Personal Recommendation | |
| Minority/Community Organizations | | | | | Height or Weight | |
| Others (please identify) | | | | | Car Ownership | |
| | | | | | Arrest Record | |
| | | | | | Wage Garnishments | |

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

| | | | |
|-------------|---------|---------------|-------------|
| (Signature) | (Title) | (Date Signed) | (Telephone) |
|-------------|---------|---------------|-------------|



REQUEST FOR PROPOSAL

SNOW / ICE REMOVAL

TRCC-20-RFP01-REBID

AUGUST 12, 2019

INSTRUCTIONS TO PROPOSERS

1. ALL correspondence relative to this procurement, WITHOUT EXCEPTION, shall be done through the Purchasing Officer, James Kelly, at Three Rivers Community College (TRCC) and shall be via e-mail to jkelly@threerivers.edu and CC: ysmith@threerivers.edu from the date of release of this Request for Proposal (RFP) through the date and time of the Proposal opening. Questions for the purpose of clarifying the RFP must be submitted no later than **August 21, 2019 12:00pm**. Answers to all questions will be answered by **August 22, 2019 12:00pm** and also posted to the DAS portal by **August 22, 2019 12:00pm**.

2. The responses to this RFP shall be considered as legal offers to contract. Acceptance of any offer by TRCC shall constitute a legal and binding contract. The total contract shall include this RFP, the proposal, and the negotiated and executed contract.

3. Proposals must be signed by an officer of the company who is authorized to bind the company by contract, listing name, title and date of signing.

4. TRCC shall be the sole judge of the responsiveness, appropriateness and completeness of any and all proposals. The Institution reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. The Institution also reserves the right to waive any irregularity in any proposal received. The Institution also reserves the right to further negotiate after proposals are opened with any proposer that submits a proposal.

5. Missing, non-authorized or "sample" affidavits shall result in proposal rejection. Be sure that all affidavits are complete and notarized where required. All affidavits must be submitted for each individual proposal. Affidavits previously submitted with another proposal shall not be accepted.

7. **ONE (1) ORIGINAL AND ONE (1) USB** of the proposal shall be submitted. The proposal must be in a single sealed opaque envelope with the RFP number, title and bid opening date on the face of the envelope. The proposer's name and address must be in the upper left corner of the envelope.

6. **BIDS ARE DUE BY MONDAY AUGUST 26, 2019 1:00PM**. Delivery must be by courier. Inside delivery to specified office is required. No exceptions. U.S. Mail is not acceptable as they do not

deliver directly to the Purchasing Office. UPS or Fed EX is recommended. The RFP response must be delivered to:

**Three Rivers Community College
Attn: James Kelly
Purchasing Office
574 New London Turnpike
Norwich, CT 06360**

Please Note: Faxed, e-mailed, or late proposals shall automatically be rejected. Delivery of the proposal package to any other person or location may be grounds for rejection. The Institution is not responsible for courier delays or traffic conditions.

7. Proposals shall be opened publicly at **Monday, August 26, 2019 1:30PM** at TRCC. All interested parties are invited and encouraged to attend. At this time, only the responding proposer(s) name shall be made public. All responses shall be available for public review upon request after the award. It is the intent of the Institution to make an award by Friday August 30, 2019

8. Proposals shall be considered valid for 60 days from the proposal submission deadline.

9. Forms that may need to be returned with proposal:

- Any Addenda – signed
- State of CT Vendor Form
- State of CT Statement of Qualifications
- Bidder Contract Compliance Monitoring Report – must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated.
- OPM Ethics Form 5 (if proposal is greater than or equal to \$50,000/year)
- W9
- Nondiscrimination Form C (if proposal is greater than \$50,000/year); or
- Nondiscrimination Form B (if proposal is less than \$50,000/year); or
- Nondiscrimination Form A (if proposer is individual)
- Proof of current certification as a State of CT Small Business Enterprise (SBE) or Minority Business Enterprise (MBE), if applicable

OVERVIEW

Three Rivers Community College, hereinafter TRCC, is issuing this Invitation to Bid to solicit bids for snow removal, sanding, and deicing of all driveways, parking lots and sidewalks. See Attachment 1 for a map of the facility.

A mandatory pre-bid walkthrough shall be conducted at TRCC on Monday, August 19, 2019 – 10:00 AM. Please assemble at the Central Utility Plant (CUP) building at 574 New London Turnpike, Norwich, CT 06360. Arnie DeLaRosa, Director of Facilities, shall lead the walkthrough. **NOTE: IF YOU ATTENDED THE PRE-BID WALKTHROUGH ON JULY, 23, 2019, YOU ARE EXEMPT FROM ATTENDING FOR THE RE-BID.**

NOTE: Late arrivals (15 minutes or more) will not be given credit for attendance nor allowed to participate in the bid process. Vendors will not be admitted to state buildings without a valid photo ID. Failure to attend this meeting will result in the rejection of your bid.

DESCRIPTION OF GOODS AND SERVICES

I. SCOPE OF SERVICES:

- a. SERVICES: Contractor shall provide the following (“Services”) at 574 New London Turnpike, Norwich, CT (“Facility”):
 - i. Snow plowing.
 - ii. Snow blowing,
 - iii. Hand shoveling,
 - iv. Sanding, and
 - v. Deicing application(s) of ice melt as follows:
 1. Concrete safe ice melt as solely approved by TRCC on all non-asphalt surfaces; and
 2. Sand and salt mixture as solely approved by TRCC for asphalt surfaces.
 - vi. Service(s) pertain to the entire Facility including, but not limited to the following: all parking lots, driveways, roadways, receiving dock areas, ramps, width and length of all Facility sidewalks and public sidewalks and walkways, stairways, doorways, building egresses, catch basins, drains, paths to and areas surrounding equipment located on the Facility including, but not limited to, generators, fire hydrants, Post Indicator Valves, emergency phones, pathways to garbage and recycle containers, around dumpster(s), paths cleared to the nearest sidewalk from the cyber café, cafeteria, and C-wing emergency exit, and other areas specified by TRCC. Contractor must ensure that all parking lot spaces and corners are cleared for use.
- b. 24/7 AVAILABILITY, RESPONSE AND REPORTING
 - i. Contractor shall be available to respond twenty-four (24) hours per day, seven (7) days per week, within one (1) hour of being contacted for Services. An

(“Event”) is considered any storm that is expected to deposit any amount of snow, including a “dusting” of snow, sleet, freezing rain or other mixture of hazardous accumulation. An Event may last more than twenty-four (24) hours and require multiple return visits by the Contractor.

- ii. Unless otherwise directed by TRCC: Contractor shall be required to possess and use a cellular phone with camera, text messaging and email capabilities at its cost for communicating with TRCC before, during, and after an Event. Contractor’s personnel are required to provide TRCC with periodic updates as to site conditions, and if requested by TRCC, submit real time photographs of the Facility at a duration not to exceed two (2) hours during an Event or at an alternate interval as directed by TRCC. Photographs should be of sufficient quantity to provide a clear view of the conditions at the Facility. In the case of a day long or overnight Event, Contractor must provide TRCC with updates at specific time(s) specified by TRCC.
- c. Contractor shall provide including but not limited to: all labor, materials, supervision, tools, equipment, staging, hoisting, handling, unloading, loading, transportation, certification, safety vests for visibility, licenses, and all other necessary and incidental items and components required for the Performance of the Service(s) to TRCC’s satisfaction.
- d. Contractor must have equipment and staff to adequately perform the specified Services at any time. In the event of mechanical breakdown of trucks or equipment, Contractor will be expected to provide backup trucks and equipment so that Services will be satisfactorily performed as determined by TRCC and as requested by TRCC.
- e. Per Event rates as specified on Price Schedule remain in effect regardless of how many visits the Contractor makes to the Facility during an Event.

II. GENERAL REQUIREMENTS:

- a. Contractor shall provide sufficient qualified supervision and labor and sufficient and proper materials, supplies, and equipment to perform the Service(s). The risk of loss, and the sole responsibility, for all Facility equipment together with all contents thereof, if any, and other Contractor provided materials, supplies and equipment, is that of the Contractor and not TRCC. The Contractor shall remove all Contractor equipment, within ten (10) days after termination or expiration of resulting contract.
- b. Contractor shall complete authorized Service(s) in a professional manner, using quality equipment, materials, supplies, and procedures that conform to all current Federal, State, and local regulations including State of Connecticut Department of Energy and Environmental Protection (DEEP) Best Management Practices for Disposal of Snow Accumulations from Roadways and Parking Lots. All equipment must be in good working order, lighted according to State of Connecticut Department of Motor Vehicles (DMV) requirements and properly insured.

- c. Contractor shall be responsible for the cost of transporting all equipment, materials, and supplies used to execute Service(s) required by the resulting contract.
- d. Contractor's Performance of Services will be monitored and audited by TRCC. Contractor must provide TRCC free and easy access to inspect and measure the manner and Performance of Service(s) at all times and to inspect the types and quantities of equipment, materials, and supplies used in the Performance of Service(s).
- e. Contractor's employee(s) shall be fully trained and skilled in safe and proper techniques for the Performance of Services. At the request of TRCC, Contractor shall provide documentation that demonstrates employee(s) have had adequate training in all necessary State, Federal, and Occupational Safety and Health Administration regulations and retain during the contract term, active State license(s) and certifications.
- f. TRCC shall provide the Contractor with security regulations for the Facility. Contractor shall inform its employee(s) of all security regulations. Contractor shall be responsible for training its employee(s) in the security regulations of the Facility and shall be responsible for enforcing the security rules as they apply to its employees. In addition to the security regulations, the Contractor must inform its employees of the following: guns, knives or other dangerous weapons are not allowed on State property; illegal drugs or other prohibited substances, including alcohol, are not allowed on State property; and unauthorized personnel are not allowed on State property. Contractor shall immediately report any security regulation violations to TRCC.
- g. Contractor shall confine its operations including, but not limited to, the parking of vehicle(s), trailer(s), and equipment at the Facility to those areas designated by TRCC. Contractor shall not block or restrict, in any manner, access or egress to and from the Facility.
- h. Contractor must ensure the Facility remain functional and in full and complete operation during the course of the Performance of Service(s). Contractor's access and egress to the Facility shall be as directed by TRCC. Contractor acknowledges the Facility has specific operating and logistical criteria and must be maintained in an extremely neat and organized manner. Contractor understands and agrees to maintain safe egress for TRCC, its employees, students, visitors, etc. Contractor shall refrain from any and all unnecessary interaction with TRCC's employees, students, and visitors, and prevent any disruption to TRCC's operations.
- i. Contractor shall furnish and maintain in first class condition all equipment, supplies and materials required to perform the Service(s). TRCC shall inspect all equipment, supplies and materials furnished by the Contractor and any equipment, supplies and materials found unsuitable shall be promptly removed from the Facility and replaced by the Contractor at its cost with a type approved by TRCC. The Contractor shall be responsible for any associated clean-up cost of unsuitable supplies or hazardous materials that leak from equipment owned by the Contractor.

- j. Contractor shall not store any equipment, materials or supplies at TRCC Facility without written consent from TRCC.
- k. Emergency Contact Information Procedure:
 - i. Contractor Primary Contact. Upon Contract award, Contractor shall provide TRCC with a twenty-four (24) hour telephone number for emergency calls which shall be a direct line to the Contractor's primary contact individual who is on call and able to respond immediately to emergency situation(s). Contractor shall provide a phone response to all emergency calls within fifteen (15) minutes of the call having been placed by TRCC.
 - ii. Contractor Secondary Contact. If the primary contact individual is not available for any reason, for example, the primary contact individual has met his/her maximum operation hours and is required to rest, Contractor shall provide a secondary twenty-four (24) hour telephone number for emergency calls which shall be a direct line to a secondary contact individual who is on call and able to respond immediately to emergency situation(s). Contractor shall provide a phone response to all emergency calls within fifteen (15) minutes of the call having been placed by TRCC.
- l. Off Contract Purchase by TRCC. Contractor shall be responsible for all costs incurred by TRCC in the event the Contractor fails to respond to an Event or inadequately performs the Services in TRCC's sole discretion, which results in a higher-priced service or purchase outside of the resulting contract by TRCC.

III. PRE-SEASON REQUIREMENTS:

Unless otherwise directed by TRCC, pre-season requirements shall be performed no later than November 1st of each year during the resulting contract term.

- a. Facility Inspection:
 - i. TRCC and Contractor shall conduct a pre-season Facility inspection and walkthrough at which time existing Facility property damage will be assessed and documented by both parties (photographs are the recommended form of documentation). The purpose of the pre-season site inspection is to ensure both parties are aware of existing damage so a benchmark can be established for the post-season Facility inspection.
 - ii. TRCC shall identify and inform the Contractor of areas where snow plow piles will be strategically located to avoid the relocation of snow piles and refreezing and ensure adequate drainage.
 - iii. TRCC shall work with the Contractor to develop a plan for the parking of vehicle(s) prior to and during an Event to provide the Contractor maximum Performance efficiency during an Event.

- b. Facility Preparation:
 - i. Contractor shall mark or stake sidewalks, hydrants, islands, etc. as designated by TRCC at no extra charge to TRCC.
 - ii. Contractor is responsible for maintaining all markers or stakes at its sole cost during the winter season.
 - iii. Contractor shall remove all markers and stakes by April 30th each year.
 - iv. Contractor shall remove all speed bumps/spikes by November 1st or first storm.
- c. Safety Data Sheets:
 - i. Contractor shall provide TRCC with Safety Data Sheets prior to the Performance of Service(s).

IV. DAMAGE TO STATE OR PERSONAL PROPERTY AND NON-STATE PROPERTY:

- a. Contractor shall be responsible for promptly repairing or replacing any damage to the State property or personal property cause by the use, misuse, or negligence or the Contractor or its employees, officers, agents, or subcontractors at its cost.
- b. Contractor shall be responsible for reporting, by written notice, any damage to State property or personal property or any damage to any property outside of the Facility within twenty-four (24) hours of occurrence.
- c. Contractor shall repair or replace all elements and articles of State property that are damaged by the Performance of Service(s) no later than May 10th each year.

V. POST-SEASON REQUIREMENTS:

- a. Facility Inspection. TRCC and Contractor shall conduct a post-season Facility inspection and walkthrough no later than April 30th each year during the resulting Contract term at which time existing property damage will be assessed and documented by both parties (photographs are the recommended form of documentation).
- b. Post-season Cleanup. Unless otherwise directed by TRCC, Contractor shall:
 - i. Remove all debris including, but not limited to, the following: sand, litter, and other material that has been deposited on the State property during the Performance of Services.
 - ii. Rake clean all lawn areas, shrub beds, and planting areas and remove from the Facility all debris in a lawful manner. Regrade with quality topsoil and re-seed any lawn areas that are bare as a result of Contractor's actions during the Performance of Services.
 - iii. Reset any parking stops and rebar pins that may have been disturbed during the Performance of Services.

VI. FINAL PAYMENT:

TRCC shall retain final payment(s) until any damage to the Facility and non-State property cause by the Contractor or its employees, officers, agents or subcontractors is repaired to TRCC's sole satisfaction.

VII. PROCEDURES:

a. During an Event:

- i. When an Event occurs, the Contractor shall continually plow and clean "curb to curb" driveways, parking lots, roadways, receiving dock areas, and entire width and length of all entrances, exits, sidewalks, including public sidewalks, stairways, and other areas specified by TRCC throughout the event.
- ii. Contractor shall return to the Facility to keep the entrances, parking lots, roadways, driveways, ramps, sidewalks, including public sidewalks, and stairways and other areas specified by TRCC free from ice and snow as many times as necessary during an Event.
- iii. Contractor shall continually clean and deice all Facility areas until the end of the Event and as needed after the Event in order to prevent slippery conditions and to assure maximum safety.
- iv. Contractor shall utilize snow blowers, shovels, powered brooms, brushes, or bobcats for cleaning snow from all sidewalks, including public sidewalks. Using a truck mounted plow blade to clear sidewalks is unacceptable.
- v. Contractor shall utilize an application of concrete safe ice melt to all roadways, parking lots, building entrances, stairways, ramps, receiving dock areas, walkways, and other areas specified by TRCC after plowing and clearing is completed.
- vi. Contractor shall plow and pile snow within designated areas as indicated by TRCC.
- vii. Contractor shall perform "ice watch" duty when the possibility of ice formation exists and immediately respond in order to eliminate all hazardous conditions.
- viii. Contractor shall be responsible to respond promptly to ensure that all walkways, entrances, stairs, ramps, loading docks, and sidewalks, including public sidewalks, and other areas specified by TRCC, have been treated and are safe and passable for traffic and pedestrians.
- ix. Contractor shall plow snow to areas that will not block or inhibit sight lines for drivers on roadways or in parking spaces.

- x. Contractor shall comply with all municipal ordinances and/or regulations pertaining to snow removal from public property including, but not limited to, sidewalks and fire hydrants. Contractor shall be responsible for all fines that result in violation of such municipal ordinances or regulations or both.
- xi. Contractor shall ensure that snow is moved to areas that will allow for proper drainage as the snow melts, so as to minimize the formation of ice on surfaces used by pedestrians or vehicles.
- xii. All snow/ice must be removed from sidewalks, parking areas, and driveways before 7:00 AM of the next business day following the end of the Event. If, for any reason, the Contractor cannot complete the removal by 7:00 AM, the Contractor must contact TRCC by 5:00AM.
- xiii. If freezing rain, sleet, hail, or a mixture of some or all of these conditions occurs, Contractor shall provide a continual scraping and application of sand and salt mixture for asphalt surfaces, and concrete safe ice-melt on all non-asphalt surfaces continually during an Event. Contractor shall perform a complete cleaning and scraping down to the bare pavement surface at the end of the Event.

b. Snow Piling;

- i. Contractor shall be cognizant of the drainage pattern of Facility paved surfaces and shall not pile snow over drains.
- ii. Contractor shall avoid accumulation of snow piles over long periods of time to avoid unnecessary snow relocation onsite or offsite or both.
- iii. Contractor shall not leave any snow piles that block sight lines at stop signs, traffic signals, or exits that exceed three (3) feet high at any time.
- iv. Contract shall not pile snow against the eastern most end of Parking Lot 11.

c. Deicing:

- i. Unless otherwise directed by TRCC, during an Event the Contractor shall apply deicing applications as follows:
 - 1. Concrete safe ice melt as approved by TRCC on all non-asphalt surfaces.
 - 2. Sand and salt mixture as approved by TRCC for asphalt surfaces.
- ii. During an Event, the Contractor may need to apply multiple deicing applications.

- iii. Deicing pricing is included in per Event pricing.
- iv. Contractor shall perform a complete curb to curb cleaning and scraping down to bare asphalt before a deicing application is applied. This may be necessary for a dusting.
- v. Contractor shall perform a complete width and length cleaning and scraping down to bare concrete of all Facility and public sidewalks and walkways before a concrete safe deicing application is applied. This may be necessary for a dusting.
- vi. The Contractor shall stockpile sand on-site, only in areas that have been pre-approved by TRCC. The Contractor shall only store materials that are needed for this Facility.
- vii. The College reserves the right to apply deicer to address rapid freezing conditions to ensure safe occupant egress. This action will be documented by the Maintenance Supervisor in the Facilities daily log for future reference.

VIII. ADDITIONAL SERVICE BY TRCC REQUEST ONLY:

- a. Snow Relocation Onsite. Contractor shall provide the necessary tools, materials, supplies, equipment, and operator(s) to relocate snow located at the Facility in a specified location onsite as designated by TRCC and in a lawful manner that conforms to all current Federal, State, and local regulations including State of Connecticut DEEP Best Management Practices for Disposal of Snow Accumulations from Roadways and Parking Lots. Contractor shall be responsible for all transportation costs.
- b. Snow Relocation and Hauling Office. Contractor shall provide the necessary tools, materials, supplies, equipment, and operator(s) to relocate snow located at the Facility to an offsite location in a lawful manner that conforms to all current Federal, State, and local regulations including State of Connecticut DEEP Best Management Practices for Disposal of Snow Accumulations from Roadways and Parking Lots. Contractor shall be responsible for all transportation costs.
- c. Additional Deicing Applications(s):
 - i. When surfaces are slippery either due to a dusting of snow or light icing, or temperatures or both are at or below freezing, Contractor, at the request of TRCC, shall apply additional deicing applications as follows:
 - 1. Concrete safe ice melt as approved by TRCC on all non-asphalt surfaces.
 - 2. Sand and salt mixture as approved by TRCC for asphalt surfaces.
 - ii. During the existence of chronic ice, Contractor shall maintain an ice melt program for the Facility to assure maximum safety as approved by TRCC.

- iii. Contractor shall be responsible for all costs including tools, materials, equipment, operators, laborers, and transportation.

IX. DOCUMENTATION OF EVENT ACCUMULATION(S) FOR INVOICING:

- a. TRCC shall validate submitted storm totals and determine billable snow totals through www.ctweather.com.

X. STANDARD WAGES:

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114, (860) 263-6790 or his designated representative. See Attachment 2.

XI. Invoicing

Invoices must be submitted to Three Rivers Community College, Accounts Payable, 574 New London Turnpike, Norwich, CT 06360 within 15 days of each date of service. Certified payrolls are to be attached. Standard terms are Net 45.

CONTRACT PERIOD

The Contract for this award shall be in effect from October 1, 2019 through June 30, 2022 and can be renewed upon mutual agreement of the parties. Any price increase during the time period of this agreement shall be in writing and agreed upon by both parties.

Termination of Contract

Notwithstanding any provisions in the contract, the Institution, through a duly authorized employee, may terminate the contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to the Termination section of the contract, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.

EVALUATION AND AWARD OF RFP

This RFP has been designated as a “Multiple Criteria Bid” in accordance with the Connecticut General Statutes Section 4a-59(a)(2) and shall be evaluated as such by TRCC. The award shall be made to the most responsible bidder(s) who best meet the evaluation criteria listed in this section. Listed in no particular order of importance, the criteria to be evaluated shall include:

1. History in providing services to institutions of higher education or other large commercial contracts where requirements are similar in size and scope to that of TRCC. TRCC has 1,200 parking spaces. Please provide a list of comparable jobs.
2. Ability to meet the specifications, requirements, and terms and conditions of the proposal.
3. Scope and breadth of equipment to be committed and utilized, along with type/grade of ice melt and sand.
4. Overall resources and response time which may be dedicated to this program.
5. Strength of on-site management.
6. Customer references.
7. Competitiveness of proposed cost.
8. Proof of current certification as a State of Connecticut Small Business Enterprise (SBE) or Minority Business Enterprise (MBE).
9. Quality, clarity, and completeness of proposal.
10. Should it be deemed in the best interest of the College, TRCC also reserves the right to further negotiate with any proposer. TRCC may convene meetings with proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If TRCC determines that such meetings are warranted, TRCC will contact proposers to make an appointment.

INSURANCE CLAUSE

A Certificate of Insurance (“Certificate”), certifying that the vendor carries Commercial General Liability insurance. An original Certificate shall be submitted to TRCC prior to commencement of work. The Certificate shall provide evidence of coverage:

Commercial General Liability: \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury, and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit.

Worker’s Compensation and Employer’s Liability: Statutory coverage in compliance with the Worker’s Compensation laws of the State of Connecticut. The Employer’s Liability coverage must provide minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to TRCC and the State of Connecticut. The vendor shall assume liability for any and all deductibles in and all insurance policies. Vendor warrants that they will maintain in force all insurance coverage cited in this section while providing services to TRCC.

Terms and Conditions

The following Terms and Conditions govern all Requests for Proposals issued by Three Rivers Community College ("TRCC"). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 or Title 4d, Chapter 61, and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1 or 4d-3-1.

Proposers shall comply with the statutes and regulations as they exist on the date of their proposal and as they may be modified from time to time during the term of the contract, as it may be amended

Submission of Proposals

1. Proposals must be submitted to and received and stamped as received by the TRCC Procurement Office on such forms as TRCC may make available. Telephone or facsimile proposals will not be accepted in response to a Request for Proposals ("RFP").
2. The time and date proposals are due is specified in each RFP. A proposer will not be allowed to post or resubmit an RFP after the date and time specified in each RFP. Proposals received after the specified due date and time given in each RFP will not be considered.
3. Incomplete RFP forms may result in the rejection of proposals. Amendments to proposals received by TRCC after the due date and time specified shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. All proposals shall be signed by a person duly authorized to sign proposals on behalf of the Proposer. Unsigned proposals may be rejected.
4. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. 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 proposal, and subject only to cash discount.
5. 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 proposal prices.
6. All proposals are subject to public inspection after the execution of the contract.
7. The successful Proposer shall be bound by the terms and conditions of the form contract that is attached to the RFP, as it may be modified by agreement of the parties.

Guaranty or Surety

8. Proposal 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

9. The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.
10. Samples are furnished free of charge. Proposers must indicate if their return is desired, which TRCC shall do or cause to do provided that they are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award

11. A contract will be awarded to the Proposer or Proposers whose proposals TRCC deems to be the most advantageous to the State, in accordance with the criteria set forth in the RFP, always taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.
12. TRCC may reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.
13. TRCC may correct inaccurate awards resulting from clerical or administrative errors.
14. Proposers have ten days after notice of award of contract to refuse acceptance. After ten days the contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, TRCC will award the contract to the next most advantageous proposer.

Contract

15. Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirement 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 year or fiscal year, 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 updated no later than 30 days after the effective date of any such change contained in the most recently filed affidavit or upon submittal of any new bid or proposal, whichever is earlier. (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.
16. Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows: (a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute. (b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. (c) Any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large State contract shall certify on such forms as the State shall provide: (1) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing the bids, proposals or the negotiated State contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; (2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state and employee; and (3) That the person, firm or corporation is submitting bids or

proposals without fraud or collusion with any person. (d) Any bidder or proposer that does not make the certification required under this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals. (e) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract a notice of the certification requirement of this section.

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.
18. With regard to a State contract as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.
19. Public Act 11-55 and Public Act 11-229 have amended the nondiscrimination provisions of the Connecticut General Statutes to add gender identity or expression to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of an affidavit or resolution. According, attached is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this affidavit or resolution is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

General Conditions

20. Stability of Proposed Prices. Any price offering from a Proposer must be valid for a period of 180 days from the due date of the proposals.
21. Amendment or Cancellation of the RFP. TRCC reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it is deemed to be in the best interest of the State to do so.
22. Proposal modifications. No additions or changes to any proposal shall be allowed after the proposal due date and time, unless such modification is specifically requested by TRCC. TRCC, at its option, may seek a Proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.
23. Proposer Presentation of Supporting Evidence. Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that TRCC deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.
24. Proposer Demonstration of Proposed Services and/or Products. At the discretion of TRCC, Proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by TRCC and without cost to the State.
25. Erroneous Awards. TRCC reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Proposer and subsequently awarding the contract to another Proposer.
26. Proposal Expenses. Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by TRCC.
27. Ownership of Proposals. All proposals shall become the sole property of the State and shall not be returned.
28. Ownership of Subsequent Products. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP shall be the sole property of the State unless otherwise stated in the contract.
29. Execution of Contract. This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited.
30. Oral Agreement or Arrangements. Any alleged oral agreements or arrangements made by Proposers with any State agency or State employee shall be disregarded in any State proposal evaluation or associated award.
31. Subcontractors. TRCC must approve any and all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that TRCC may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Proposer to TRCC upon request. The successful Proposer must provide the majority of services described in the specifications.

Terms and Conditions Related to Contract with Successful Proposer

By submitting a response to the RFP, the Proposer agrees that any contract negotiated between it (if the successful proposer), as a contractor, and TRCC may contain the following provisions, as deemed applicable by TRCC:

1. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
2. **Indemnification.** (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance. (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State. (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims. (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims. (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the College prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the College. The College shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the College or the State is contributorily negligent. (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.
3. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
4. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
5. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
6. **Termination.**
 - a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the

best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.

- b. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.
 - c. The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - d. Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - e. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Institution may request.
 - f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
 - g. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
 - h. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.
7. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or

binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

8. **Nondiscrimination.**

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as it relates to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising,

recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section 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.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

9. **Executive Orders.** This Contract is subject to the provisions of 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.
10. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
11. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state

contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Exhibit C.

12. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
13. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

14. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
15. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic 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 the contract as if the summary had been fully set forth in the contract.
16. **Whistleblower.** This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
17. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, 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 (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. 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 FOIA. 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.
18. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
19. **Audit Requirements for Federal Grants.** For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors' reports which cover the period of performance of this contract. Contractor will provide a copy of its

response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.

For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, Institution, or the GAO during normal business hours.

20. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.
21. **Contractor's Standards of Conduct.**
 - (a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement: Use or possession of drugs or alcohol; Possession of firearms or illegal weapons anywhere on campus property including vehicles; Smoking in buildings; Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus; Violation of applicable traffic or public safety regulations or of Institution rules and procedures; Unauthorized use of Institution vehicles, equipment or property; Use of University telephones for personal business; Removal or theft of University property; Unauthorized duplication or possession of University keys; Transfer of personal identification card or of parking pass to unauthorized personnel; Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community; Interference with the work of other employees; Work attire other than the specified uniform; and Loud, vulgar behavior or the use of profanity.
 - (b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 22 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

TRCC-20-RFP01-REBID SNOW/ICE REMOVAL

| | | | |
|--------------|--|----------|--|
| BIDDER NAME: | | DOT ID # | |
|--------------|--|----------|--|

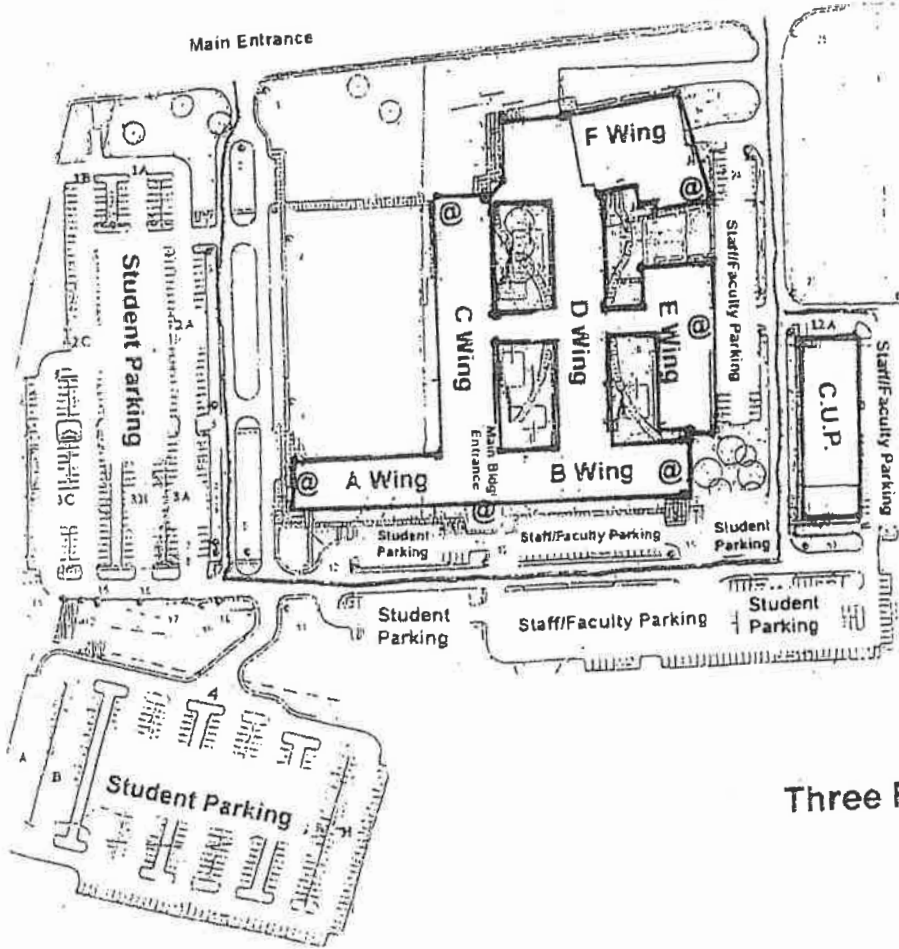
| ACCUMULATION THRESHOLDS MEASURED IN INCHES (" | | |
|--|--------------------------------------|-------|
| Dusting to 1" accumulation | per storm | \$ |
| 1.1 to 3" accumulation | per storm | \$ |
| 3.1 to 6" accumulation | per storm | \$ |
| 6.1" to 10" accumulation | per storm | \$ |
| 10.1" – 12" accumulation | per storm | \$ |
| 12.1" – 15" accumulation | per storm | \$ |
| 15.1" + accumulation | per storm | \$ |
| Additional cost per inch over 15.1" | per inch | \$ |
| ADDITIONAL SERVICES | | |
| Authorized additional sanding | entire Facility / "spot" application | \$ \$ |
| Authorized additional salt/sand and deicer | entire Facility / "spot" application | \$ \$ |
| Snow removal on-site, if required | per hour | \$ |
| Snow removal off-site, if required | per hour | \$ |
| Post season clean up | annually | \$ |

LIST ALL EQUIPMENT TO BE USED DURING TERM OF CONTRACT. INCLUDE MAKE, MODEL, AND BUCKET/BODY CAPACITY IN CUBIC YARD. PLEASE LIST ANY ADDITIONAL COSTS FOR EQUIPMENT UTILIZED. USE ADDITIONAL PAPER IF NEEDED.

PLEASE LIST TYPE/GRADE OF ICE MELT AND SAND TO BE USED DURING THE TERM OF CONTRACT

North Entrance

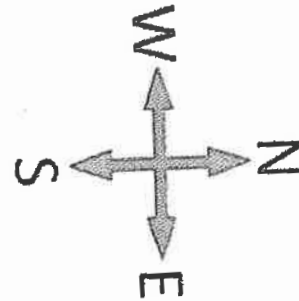
Main Entrance



Attachment 1

****After 6PM Mon - Fri All Parking Open for Student Parking****

@ = Building Entrances



Three Rivers Community College Parking Lots