

STATE OF CONNECTICUT
DEPT. OF ENERGY & ENVIRONMENTAL PROTECTION
STANDARD BID TERMS AND CONDITIONS

Bidder Instructions: All bidders shall be willing to adhere to the following conditions and shall positively state this in the bid. All bidders must be registered with [CTSOURCE](#). All solicitation documents must be submitted electronically through [CTSOURCE](#) and will be accepted as your official response submission by DEEP. This applies to all solicitations: Invitation to Bid (ITB), Request for Proposal (RFP) and Request for Quotation (RFQ).

1. All bids in response to solicitations are to be the property of the Dept. of Energy & Environmental Protection (DEEP). All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the solicitation is to be the sole property of the DEEP.
3. Timing and sequence of events resulting from the solicitation will ultimately be determined by the DEEP.
4. The bidder agrees that the bid will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The DEEP may amend or cancel the solicitation prior to the due date and time, if the DEEP deems it to be necessary, appropriate, or otherwise in the best interests of the DEEP. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's bid not being considered.
6. The bidder must certify that the personnel identified in its response to the solicitation will be the persons actually assigned to the project. Any additions, deletions, or changes in personnel from the bid during the course of the project must be approved by the DEEP, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the DEEP. At its discretion, DEEP may require the removal and replacement of any of the bidder's personnel who do not perform adequately, regardless of whether they were previously approved by the DEEP.
7. Any costs and expenses incurred by bidders in preparing or submitting bids are the sole responsibility of the bidder.
8. A bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the bid.
9. No additions or changes to the original bid will be allowed after submittal. While changes are not permitted, clarification of bids may be required by the DEEP at the bidder's sole cost and expense.
10. In some cases, bidders may have to give presentations or further explanation to the solicitation screening committee.
11. The bidder represents and warrants that the bid is not made in connection with any other bidder and is in all respects fair and without collusion or fraud. The bidder further represents and warrants that they did not participate in any part of the solicitation development process, had no knowledge of the specific contents of the solicitation prior to its issuance, and that no agent, representative or employee of the DEEP participated directly in the bidder's submittal preparation.
12. All Responses to the solicitation must conform to instruction. Failure to answer all questions or to follow the requested format may be considered appropriate cause for rejection of the response.
13. The DEEP shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been accepted and approved by the DEEP. The contract may be amended only by means of a written instrument signed by the DEEP and the bidder.